

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, DECEMBER 9, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

**Five Years: Joseph Pongratz, Fire
Ten Years: Travis Rima, Recreation
Fifteen Years: Scott Suminski, Police
Thirty Years: Joseph Iozzi, Police
Forty Years: Darrel Rankin, Electric**

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 25, 2024

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Prime Electric, LLC; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Lakeside Electrical Services, LLC; and providing an effective date.**
- 3. Purchase request to purchase Marina Grade Non-Ethanol Rec 90 Octane gasoline and off-road Diesel fuel from Lynch Oil Company.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the approval to amend the existing contract with CareATC to provide Physical Therapy and Musculoskeletal Services at the City of Leesburg's Employee Wellness Center; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing agreement 448739-1 between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of the lighting; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Mutual Aid Agreement for Fire Protection and other Emergency Services between The Villages Public Safety Department (Fire) and the City of Leesburg and more particularly described in the document; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and KB Home Orlando, LLC, regarding electric service to the development known as Silver Lakes**

Estates, Phase 1; and providing an effective date.

- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Wal-Mart Stores East, LP for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, regarding electric service to a development known as Arbor Park Phase 1; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to issue a Special Event Permit for Alcohol Sales at Bikefest 2025; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 131.5 +/- acres from General Commercial, Transitional, Institutional, Recreation, and Low Density Residential to Downtown Mixed-Use, for properties generally located south of the Leesburg-Wildwood Trail and West Line Street; east of Perkins Street, Euclid Avenue and South 9th Street; north of West Dixie Avenue, East Dixie Avenue and that portion of Pine Street lying east of Childs Street and west of Rambo Street; properties lying west of Rambo Street; south of a portion of East Main Street that lies west of Rambo Street and east of North Canal Street; and properties lying west of that portion of North Canal Street north of East Main Street and south of the Leesburg-Wildwood Trail; as legally described in Sections 23, 25, and 26, Township 19 South, Range 24 East; lying in Lake County, Florida; and providing an effective date. (DT MXU LSCP)**
- 2. An Ordinance of the City of Leesburg, Florida, amending the City's Comprehensive Plan Future Land Use Element, Goal 1, Objective 1.1, Item**

h. "Downtown mixed use," to allow the expansion of the existing Downtown Mixed Use Future Land Use designation, providing for conflicts, severability, and an effective date. (Downtown Mixed-Use Expansion Area CPTA).

C. NON-ROUTINE ITEMS

- 1. Resolution of the City Commission of the City of Leesburg, Florida requesting approval to proceed with the special event permitting process for the Shamrockin' Fest event on March 14-15, 2025; and providing an effective date.**
- 2. Discussion Item - Commission Meeting that falls on an Observed Holiday in 2025**

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 25, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 25, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

INVOCATION

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Certification Results of the November 5, 2024 Election

CC Purvis read the "Official Results" Certificate of the County Canvassing Board for Lake County.

For Leesburg Seat 3, District 3, the whole number of votes cast was 3,770 of which:

Jay Connell	received	1,592 votes
Fred Griffin Jr.	received	713 votes
Michael Patrick Huey	received	179 votes
Tim Sullivan	received	1,286 votes

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

There were no public comments offered.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

Items pulled for discussion:

5.B.3 - Purchase request for five (5) new 2025 Ford Interceptor AWD vehicles for the Police Department;

5.B.4 - Second Amendment to Food Service Concessionaire Agreement with Beacon College, Inc.- Sodexo USA, Inc.

Commissioner Reisman moved to adopt the Consent Agenda except for items 5.B.3 and 5.B.4, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 12, 2024

B. PURCHASING ITEMS:

1. Purchase request for twelve (12) Motorola APX 6000 police radios for the Police Department in the amount of \$72,006.84 from the Lake County Board of County Commissioners in a pass-through contract with Motorola.

2. **Purchase request for vehicle equipment (lights, sirens, cages) for the City of Leesburg Police Department in the amount of \$170,116.65 from Global Public Safety. This equipment is for twelve (12) new police vehicles. Global Public Safety is a Single Source vendor.**
3. **Purchase request for five (5) new 2025 Ford Interceptor Utility AWD vehicles for the Police Department in the total amount of \$218,237.00 from Garber Fleet Sales, contract holder for the central Florida region under the Florida Sheriffs Association.**

APPROVED PURCHASE REQUEST

Commissioner Reisman introduced the purchase request to be read by title only. CC Purvis read the purchase request by title only.

Commissioner Reisman made a motion to adopt the purchase request and Commissioner Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Berry questioned the number of police vehicles and if this made fourteen, since they approved nine vehicles on October 28th. **CM Minner** confirmed that number sounded right.

Commissioner Berry wanted to know if there would be more coming through. **CM Minner** said this should be it and police vehicles are paid using DST funds.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the purchase request.

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Second Amendment to Food Service Concessionaire Agreement between the City of Leesburg and Beacon College, Inc.-Sodexo USA, Inc., and providing an effective date.**

ADOPTED RESOLUTION 11,935

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman stated this lease was expired, so technically at this time there is no lease. Also, the lease started in 2015 at \$750 per month and there were no CPI increases. They are still at \$750 per month. In the lease, he noticed that the city furnishes everything including electricity. Under Section 20 of the lease, they do not meet the requirement for hours of operation. They should be open the entire time the library is open, and they are not currently doing that. Also, they were supposed to do some promotions and advertising at their own cost, and that has not been done. At this time, he would like to have this advertised and put out for bid. If they come back as the highest and best use, then we can accept it. **Commissioner Berry** inquired about the current hours of operation. **Commissioner Reisman** responded they are supposed to mimic the library hours. **Commissioner Pederson** mentioned that this one was tough because they are right there, and they are big users of the library. **Commissioner Reisman** stated it is a coffee shop and when he goes there in the morning they are not open. **Commissioner Pederson** agreed with the hours. He would also like to see the CPI increases included since they do that in all the other leases. He was unsure how this would be bid out since it was not a big lease. **Mayor Burry** pointed out that the library opens at nine in the morning. **Commissioner Reisman** said they should be there from the time the library opens until it closes per the contract, and they are not doing that. **Commissioner Connell** wanted to know if they served more than coffee? **CM Minner** said they serve coffee and pastries. **Commissioner Connell** wondered if it would even be profitable and if they could even afford to pay more than \$750 a month? **CM Minner** stated that Commissioner Reisman had some points. It is an old lease and we have not renewed it. Renewing this lease would be the last option before going out to bid. We ended up with them because we had trouble finding a company to live up to our standards. However, the staff position is that Beacon College would work with us through a procurement process to see what we can get. **Commissioner Connell** inquired if this went out for bid would it be for coffee and pastries only or would it include lunch. **CM Minner** replied that they would have to come up with a procurement process. He did not anticipate it being full service. It would be a coffee shop and that might be something to look at. **Commissioner Reisman** said he would not put any barriers on it. If they want to have breakfast, lunch and/or dinner, we should let them. **CM Minner** stated the barriers would be whatever the health regulations are and what that facility can manage. **Commissioner Reisman** commented that he would like to see it go out for RFP. It should be publicly advertised and if Beacon College wants to bid on it, they can. It opens it up to any other potential restaurants that may want to go there. **Commissioner Connell** asked if Beacon College uses this for any type of program or class? **CM Minner** answered no. **Commissioner Connell** remarked that he did not think this would draw other bidders. It did not bother him that they were not open in the mornings since we already had a coffee shop a block and a half down the street. People can go there and help that local business. **Commissioner Reisman** said downtown is growing, and it should be opened up to see what we can get. **Commissioner Berry** wanted to know if anyone talked to the coffee shop to see why they were not open. **Commissioner Reisman** said this was the first time he had seen the lease and that was why he brought it up. **CM Minner** pointed out that if they vote it down, we will do a procurement process. If they vote to approve it, then it is approved. **Mayor Burry** asked if there were any other comments. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	No
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the resolution.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2024-25 with Community Development Corporation of Leesburg, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, and Leesburg Yellow Jacket Booster Club, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,936

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Post-Closing Occupancy Modification and Extension Agreement between the City of Leesburg and Dance Dynamix, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,937

- 3. Resolution of the City Commission of the City of Leesburg, Florida approving a Second Amendment to the Agreement of Purchase and Sale between the City of Leesburg, Florida and Blurock Development, LLC, to exclude a portion of property from the contract; approving a reduction in the purchase price; authorizing the Mayor and City Clerk to execute the Second Amendment to the Agreement of Purchase and Sale; and providing an effective date.**

ADOPTED RESOLUTION 11,938

- 4. Resolution of the City Commission of the City of Leesburg, Florida approving an Agreement with Blurock Development, LLC, authorizing Tree and Soil removal from real property owned by the City of Leesburg across from the Leesburg International Airport and granting a Temporary Easement to access the property for such purposes; and providing an effective date.**

ADOPTED RESOLUTION 11,939

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map**

Designation of certain property containing 31 +/- acres from City of Leesburg Industrial to City of Leesburg General Commercial, for a property generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (SSCP Blount Birchmier)

ADOPTED ORDINANCE 24-70

CA Watson asked anyone wishing to provide testimony on the Blount Birchmier rezoning to stand and raise their right hand. He swore them all in.

Commissioner Reisman introduced ordinances 6.A.1 and 6.A.2 to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was known as the Blount Birchmier project. The overall proposal is for a small-scale comprehensive plan and rezoning of 31.4 acres. It is generally located on the south side of CR 48, west of US 27, which is west of the new Wendy's behind the Winn-Dixie shopping plaza. It would allow for future development of two hundred and fifty attached single-family units along with a commercial component that would lie adjacent to CR 48. The property is already within the city limits, and is currently zoned M-1, Industrial. With the small-scale comprehensive plan, the request is to change the future land use designation from Industrial to General Commercial. The rezoning request is to amend the current zoning from CIP (Commercial Industrial Planned) to PUD (Planned Unit Development). The proposal consists of two hundred and fifty attached single-family residential units and twenty-four thousand square feet of commercial uses. There are no other permitted uses. The lot sizes would be twenty feet since there would be two houses on the interior and twenty-two feet on the end units. There would be a front set back of twenty-five feet. The minimum house size would be one thousand square feet. There is a minimum of two off-street parking spaces for each unit and two floors being the maximum height. There are design and architectural standards, including thirty-five percent of the property being open space, dark sky lighting and trees are required. There is a twenty-five-foot landscape buffer required along the entirety of the property boundaries and a fence requirement as seen in Exhibit F of the PUD. Sidewalks are required throughout the development, and they included the prohibition of St. Augustine grass. They are required to use Bahia or Bermuda. The site access as shown on the site plan is along CR 48, with one emergency access point on the northwest side, which would be compacted emergency access. The main access is required to be a boulevard type roadway with a landscape median of at least eight feet in width and enough lane area to allow emergency vehicles to pass. The signage would be a decorative entry feature of concrete, brick or stucco wall of at least five feet in height on each side of the entryway. The recreational requirements are the standard two hundred square feet per unit, which gives approximately fifty thousand square feet or 1.14 acres to be set aside for playgrounds, dog parks, barbecues, and other things of that nature. There is a twenty-five-foot buffer that completely surrounds the property and the developer is committed to building a proposed walking trail within that twenty-five-foot buffer that will connect to the proposed Lake County Trail that will go along the south side of CR 48. There is a phasing/expiration clause as is in all PUD's that requires development to move forward with substantial commencement within four years or forty-eight months or the property would be subject to an automatic reversion to the RE-1 zoning, which is one full acre per unit. The Lake County

Public Works required turning lanes on CR 48. Left turn lanes for entry acceleration and deceleration while entering and exiting the development. Additional right-of-way along CR 48 and room for the proposed trail. Steve Harris of Brite Homes along with Danielle Parker and Rick Blount of Blount Development were in attendance to represent the case.

Steve Harris of Brite Homes, 6751 Forum Drive, Orlando thanked the city staff for their guidance and expertise as they navigated through the zoning codes. They have been working with staff on this for the past two years. Referring to a slide, the location map, he showed that the development would cover a thirty-one acre site. It would be located at the intersection of CR 48 and US 27 to the right of Arlington Ridge and the self-storage area that is directly next to them. He noted this property did not require annexation because it was already part of the city. They have a CIP zoning, which allows for substantial commercial industrial and this project would be substantially less intensive. A traffic study was done by Traffic and Mobility Consultants and their conclusions were obvious: we are far less intensive and there would be significantly fewer trips predicted for this project. The culmination of the traffic report stated there were no material impacts to traffic on CR 48. There were no improvements required to the intersection of CR 48 and US 27. The only requirement was for left and right turn access lanes directly in front of the subdivision. They will go through a review and approval process with the county. The development will include an amenity center. There are tree buffers along CR 48 that will help screen the subdivision and there is a line of trees along the main road. The trees run all the way into the roundabout which is adjacent to a retention pond and a fountain system. Through the design of the development and the tree survey, they discovered heritage trees and those will be retained. There will be walking trails that run along the perimeter of the property which will connect to the trail system. They have located a tot-lot and dog park in safe areas far away from the streets. There are a couple of green parks to be used for barbecues, potential fire pits, picnic tables for gatherings. The public amenities will include a restaurant. Their amenity center will have fifty seats and an indoor/outdoor bar. A scratch kitchen is their ambition, along with poolside food delivery for the residents. It will be open to the public. Surrounding the restaurant and leasing area is a pool and a spa. They will have pickleball and volleyball courts to include leagues, and the public will be invited. With parking, there will be one or two car garages for each unit that is attached. For each unit there will be a driveway for a car and the driveway itself will be deep enough to accommodate a car without encroaching onto the sidewalk. Although not required, they included guest parking areas sprinkled throughout the center to make it more convenient for guests. In closing, they would like a modification to Section 6D and the requirement for a fence along the entire perimeter short of the front area. They would prefer to modify that so it is only along the side that is shared with the self-storage facility. They would like a twenty-five-foot wide buffer zone to be standalone and that would run along the residential area. It would make a softer for the development.

Mayor Burry said about three or four years ago there was another proposed subdivision in the area that included a requirement or a waiver to be signed that stated the residents would be made aware of the incinerator in the vicinity. **Commissioner Pederson** stated that they approved a different type of residential development, and they required a disclosure to cover the nearby industrial. There were complaints made to prior commissions from the retirement community about debris or ash. It was a nuisance to the neighbors even though the industrial park was there first. **Mr. Harris** indicated they would not have a problem notifying the residents. However, it was his understanding that it was a mulch factory that was out of compliance, which sent ash floating into the air. From what he heard, the incinerator did not create the events. He was certainly interested, but he had not heard complaints. It was a one-time event that was corrected. **Commissioner Pederson** commented that when the commission discussed it we did not know where it was coming from, but there were a lot of complaints. From what he heard tonight, he would be fine with this development. **Mayor Burry** agreed. **Commissioner Connell** pointed out that from time to time, there is ash out there. **Commissioner Pederson** asked if he knew where it was coming from. **Commissioner Connell** said his guess was the incinerator, because from time

to time he does find ash on vehicles.

Continuing, **Commissioner Connell** asked about the traffic study, and more specifically the intersection of CR 48, CR 33 and CR 470. **Mr. Harris** replied that the study did not reach down that far. **Commissioner Connell** stated this intersection is close to CR 27 and CR 48.

Charlotte Davidson of Traffic and Mobility Consultants, 3101 Maguire Boulevard, Orlando said they analyzed that intersection. They looked to see if this development would have any significant impact on the intersection and it did not. This development would not have a significant impact on traffic. It would not get significantly worse. **Commissioner Connell** stated this development would add to an existing problem. **Ms. Davidson** responded that this development would not significantly impact that intersection. **Commissioner Connell** inquired about the estimate of two hundred and fifty units because that would generate another five hundred or more vehicles. **Ms. Davidson** replied that in the peak hour, each unit generates about one in or one out trip. That is approximately one hundred and twenty-five going in and out, which is a 50/50 split. Then, by the time it splits up either east or west, a lot of the traffic will go east to the intersection at US 27 where it contributes about two and a half percent of the traffic at that intersection. Again, it was not considered significant, and the average traveler would not notice a significant difference. **Commissioner Connell** said it was mentioned that this development would decrease something, and he wanted more clarification on that. **Mr. Harris** responded yes. It is currently zoned commercial, and they do have the ability to build an industrial park, but it would generate more traffic. It would be substantially above what they are proposing. It was a number they were not comfortable advertising, because it would stun them. **Commissioner Connell** wanted to verify that he said industrial use would generate more traffic. **Ms. Davidson** agreed. There would be more traffic and more truck traffic. **Commissioner Connell** said for a two hundred and fifty unit subdivision, plus or minus two cars per unit, they are looking at five hundred vehicles. Would there be five hundred vehicles at an industrial plant? **Ms. Davidson** replied that industrial parks generate a lot of traffic, but it all depends on the exact use. Industrial developments do generate various levels of traffic. **Commissioner Connell** stated that most of the time, industrial buildings are very large buildings, and they do not have a huge occupant load in an industrial complex. **Ms. Davidson** said that could be the case, but they looked at the worst case and the worst case scenario is there could be a significant amount of traffic that includes truck traffic. What they are proposing is substantially less and that was the point they wanted to make. The development being proposed is significantly less and the change in land use will have a positive impact. **Commissioner Connell** wanted to verify that they looked at the worst case, and the intersection of CR 33 and CR 48. **Ms. Davidson** agreed. **Commissioner Pederson** commented that he would take landscape buffers over fencing. If they wanted to put in the fence near the mini-storage, that was fine and the rest could be landscaped. He assumed the original PUD had the fencing all the way around. **Mr. Harris** clarified the fencing was along the entire perimeter, and they would like to make that softer. They want to screen against commercial use, but not residential. **Commissioner Pederson** said the fence will look nice now, but ten to fifteen years from now it will need repairs where the landscape buffer will only improve. **Commissioner Connell** said he keeps bringing up the same thing, but we are talking about a two-lane road that is about a mile long between CR 27, CR 48, CR 33, and CR 470. We cannot keep dumping additional traffic onto a two-lane road that is a bottleneck between two intersections. This property is currently zoned industrial and the city is sitting on over thirty thousand residential lots that were approved over the years. We do not need any more residential lots. Some industrial or commercial use would be welcomed. He disagreed that an industrial complex would draw more than five hundred potential cars a day. With the intersection of CR 48, CR 470, and CR 33, they looked at the worst case scenario, and they basically admitted that they would add to an existing problem. This may not kick the threshold over to force the county to address that intersection, but it would add to an already existing problem. We do not need any more residential lots. It is presently zoned industrial. We need more commercial and industrial uses in that area. We should leave the present zoning. **Mayor Burry** asked

about the two lots to the east. Are those industrial over by Winn-Dixie? **PZD Miller** explained to the east the property that is zoned commercial. It is currently being used for a mini warehouse/storage facility. **Commissioner Connell** stated industrial uses run along that entire road. We do not need any more residential. **Mayor Burry** appreciated the comments, but property owners have a right to develop property. **Commissioner Connell** said they would not be denied their right to use the property. They would just be saying they should find a use under the current zoning. This is not a good use for this property, and they should develop it under the current zoning. **Commissioner Reisman** wanted to know if he would rather see a mini warehouse/commercial use that may include loud noise that could operate twenty-four hours a day in his backyard? **Commissioner Connell** said there would be noise, but they cannot operate twenty-four hours a day. **Commissioner Reisman** said maybe not twenty-four hours a day, but we will get complaints as we did from the mulch or shaving company. If he lived in Arlington Ridge, he would rather see residential because it would be a lot quieter than commercial. **Commissioner Connell** said he does not personally have to deal with traffic every day, but it does take him forty-five minutes to drive into the city. **Commissioner Reisman** said he drives all over the city every day. **Commissioner Connell** reiterated that this would not be good use. It is zoned industrial, and it should stay industrial because there are industrial uses around it. **Commissioner Pederson** said during the first reading he said he would prefer residential and commercial uses versus industrial use. This corridor runs into The Villages, and we have Publix and Winn-Dixie nearby, so this would be a better use. He understands the concerns about traffic. This development would cater to the workforce for The Villages and other businesses in Leesburg. It will be more affordable than single-family homes. **Commissioner Berry** commented that this would bring in younger groups of people. It would be a mix of groups, but with the restaurant as an amenity for people to come into the development from outside, it will be a new place for a family to visit. It sounds like the amenities are more attractive, and it would attract younger people as well as middle-aged people. The area is very tight nowadays, but it is going to continue because as growth goes on we will just wait and hope the county moves forward and widens the roads. **Commissioner Connell** wanted to know why they would continue to add to the problem with hopes that the county may one day address this area. Why would we have our heads in the sand and act like we do not have a problem? **Mayor Burry** commented that we have addressed that, and we know there is an issue. **Commissioner Connell** wanted to know why they keep approving these developments? **Mayor Burry** explained that landowners have a right to develop. **Commissioner Connell** said they were not denying the landowners. We are just saying they cannot build two hundred and fifty houses. **Mayor Burry** said that is the difference of opinions. He asked if there were any further questions or comments. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the ordinance.

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 31 +/- acres from City of Leesburg CIP (Commercial/Industrial Planned) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development for a property generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective**

date. (PUD Blount Birchmier)

ADOPTED ORDINANCE 24-71

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller asked if the commission chose to move forward and approve this, that they did so with the caveat of changing the fence. The fencing was worked out a couple of days ago and the fence will be on the east side and partly on the south side. They can work that out prior to signatures. **Commissioner Reisman** made a motion to include the updated fence requirements. **CA Watson** explained that, as Commissioner Reisman made the motion to include that, he believed they were good. **Mayor Burry** asked if there were any public comments on the PUD specifically? There were none.

The roll call vote was:

Commissioner Connell	No
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the ordinance.

3. **An Ordinance of the City of Leesburg, Florida amending the City's Comprehensive Plan Future Land Element; Transportation Element; Housing Element; Sanitary Sewer Element; Potable Water Element; Solid Waste Element; Drainage Element; Aquifer Recharge Element; Conservation Element; Recreation And Open Space Element; Intergovernmental Coordination Element; Capital Improvements Element; Aviation Element; Property Rights Element under the Procedures established in Sections 163.3184(2) And (4); and to comply with Sections 163 and 373 of the Florida Statutes related to Water Supply Planning Requirements by amending "The Water Supply Facilities Work Plan" and incorporating The Water Supply Facilities Work Plan as an Appendix to the Potable Water Element; Providing for Conflicts, Severability, and An Effective Date.**

ADOPTED ORDINANCE 24-72

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell said he did not receive the email. **CM Minner** stated he sent out an email at about a quarter to five regarding the future land use plan. **Mayor Burry** mentioned in the packet, where it included pretty pictures of the City of Leesburg, that we need to make adjustments to whom the directors are. **PZD Miller** agreed. They need to correct the library director. They also found a couple of small things that needed to be changed between first and second reading. **Mayor Burry** said this has been quite an adventure, and he appreciated the staff.

PZD Miller stated Chapter 163 of the Florida Statutes requires each city and county to have a comprehensive plan with periodic updates to account for changes. The staff was pleased to present the final version of the City of Leesburg 2045 Comprehensive Plan. The comprehensive plan process started in late 2022 when the commission approved hiring Calvin, Gordano and Associates. It was a lengthy and extensive process, and it culminated in the document. In May of this year, staff provided a presentation on the comprehensive plan and on September 9th the commission held its first reading. After that meeting, the comprehensive plan was transmitted to the Florida Commerce Department, which is the current name for the State Land Planning Agency. There were some minor technical comments, which are standard. However, we got through with very few comments, and he was really proud of his staff. Before them today is the final-branded version with the cover and table of contents. To recap, the plan was seen by the public at the charettes which the city commission and planning commission attended. Then the first reading was held on September 9th. Again, after that meeting, the comprehensive plan was transmitted to the Florida Commerce Department for review and analysis. The last remaining hurdle once this plan is approved, is that it will be sent back to the state as the approved comprehensive plan. They have a standard thirty-day legal challenge, which we have in all city ordinances. So, if this plan is approved, it will be sent to the state tomorrow, and become official in late December or early January. The goal of this comprehensive plan was to simplify the overall comprehensive plan language to allow direct and clear application of the goals, objectives, and policies. It creates a practical, useful and usable document which implements an overall vision for day-to-day community development activities. Various city staff and departments meet the challenges put out in this large and rather complex document. The project manager was Kandi Harper, the Deputy Director, and planner Max Van Allen, who were both present. They did a great job on this project. He thanked all the city departments who assisted with this. He also thanked the city commission for their support in this very large and expansive endeavor.

Commissioner Connell asked about the future land use and if that was all properties currently in the city? **PZD Miller** answered the future land use map was colored, and it covered all the properties currently in the city. **Commissioner Connell** wanted to know if it included anything outside the city that was within the ISBA? **PZD Miller** replied it does not include any of that. **Commissioner Connell** inquired about the future. If somebody comes in who wants to annex, and it is not in the future land use map what do they do with that? How would he make the determination? **PZD Miller** wanted to verify that he was asking about property being annexed into the city. **Commissioner Connell** said if it was annexed it would not be in the future land use. How would he know what zoning would be good for that property? **PZD Miller** responded it would depend on the situation. For example, when we look at annexations, we look for something along a major corridor that can connect to a major roadway while trying to keep traffic off the smaller roadways, and it has to be within the ISBA. We are not looking for things that are outside the ISBA. They have to be in the ISBA and close to a major roadway. That is the policy. It was not a written law, but that is the policy we use when we talk to people. When we look at specific zoning or future land use, we look at the properties surrounding it because land use changes over time. That can be a difficult pill to swallow because, let's say, suburban development is being overtaken by taller buildings and so forth. That land use over time goes from undeveloped land to a suburb, to highly developed. It takes years, but that is the overall process. We are going to look at the surrounding property and what is coming in. Is it neighborhoods, industrial, commercial, or can we put mixed uses there and do we stay with one particular zoning for future land use. We have found the PUD to be the

most effective tool for most zoning, not always, but generally speaking. **Commissioner Connell** wanted to know when we do these comprehensive plan updates. Are they good for twenty years? **PZD Miller** agreed and said the thing to remember about a plan is that all plans are fluid. They are for a point in time and depending on the situation, year by year, we need to amend that plan. We look to the future, because land use changes over time. We cannot make a static point and everything is going to be exactly like it has been for twenty years. That is what they use on a day-to-day basis, but for new developments like The Villages, they can change land usage. **Commissioner Connell** questioned whether this was a twenty-year projection and if we projected future land uses on properties not currently in the city even though they are in the ISBA annexation area? **PZD Miller** said the city does not project land uses for property outside the city unless they make a request to the city to come in. At that point they would look at that. **Commissioner Pederson** asked a learning question. We had discussions about the consumptive use permit (CUP), yet he did not see it. He assumed that was ammunition to continue to work. **CM Minner** explained that the city applied to extend the consumptive use permit. Contrary to the discussion, we applied for the consumptive use permit expansion to go from 9 MGD to about 15 MGD based on annexations and the potential development of the forty thousand lots. The latest information received back was that the district rejected that request. They did not agree that our community was growing that fast based on other data, such as single-family residential certificates of occupancy being issued. Essentially, their response was to come back and see them around 2030, when the permit is set to expire. We still have a few more years left for the CUP. Having said that, the water district said, growth does not justify the withdrawal from the ground. He believes if they can justify that growth, then we would get an expansion of the CUP and this document supports that. However, we have to see the approved subdivisions get developed and that was the disconnect in all the discussions that we had. Between what has been approved in the private sector and what the private sector is developing, there is a lag in Leesburg. **PZD Miller** added that the comprehensive plan contains the water supply plan, but that is separate from the consumptive use permit. The water supply plan is the potable water conservation, intergovernmental coordination, and the capital improvement element. That is looking at how we would supply the water and the CUP is the permit to get the water. **CM Minner** said there were things we should do to conserve and treat the earth nicely. **Commissioner Pederson** thanked them for that clarification. He was trying to understand how intertwined they were. **CM Minner** stated they were interrelated. Essentially, we have to tell the district in our comprehensive plan that we will treat the earth nicely. If we do not say those things, then there is no chance of getting the CUP expanded. **Mayor Burry** questioned whether the plan was a twenty-year projection and was the previous one done about ten or twelve years ago. **PZD Miller** replied yes. The city can make various plans, but generally it is twenty or thirty years. We chose to look at the twenty-year horizon. However, the state wants us to update it every ten years and that is the catch, because they want us to look at twenty years ahead every ten years. **Mayor Burry** confirmed that they would be back looking at updates every ten years. **Commissioner Berry** asked once it comes back from the state, could they receive copies of the comprehensive plan? **CM Minner** stated they could get those copies now. **PZD Miller** said if approved they would insert the ordinance number. Their intention was to provide a hard copy for each commissioner. He believed it was in the contract that they got a certain number of copies. If not, he would run them off. **Mayor Burry** asked if there were any other questions or comments. There were none.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

- A. None**

8. CITY ATTORNEY ITEMS:

CA Watson had nothing to discuss. He wished everyone a Happy Thanksgiving, enjoy being with your family.

9. CITY MANAGER ITEMS:

CM Minner informed the commission and public that there was a slight disconnect between the fire assessment fee consultant, the tax collector's office, and the city. This was the first year that fire assessment fees were being sent out to The Villages of West Lake. The error was that the consultant did not get that notice out in the trim notices. There is a cure and the Tax Collector, David Jordan, is helping with that. He will send out a notice of the advertisement requirements as well as delay the penalties and collection of those fees. The notices will go out, and they will work with the tax collector over the next couple of weeks to get the explanation out. They expect to collect as normal with thanks to the tax collector. On that note, we still have the scheduled payment to The Villages CDD, which is made at the end of the year. At the end of the fiscal year there will not be a cash flow issue, but there is a little bit of one now. Everything should work out, and we will field any questions from the residents of the Villages of West Lake.

Also, he will be out of the office Tuesday and Wednesday for the holiday. He will be local if needed. Deputy City Manager, Robert Hicks, will serve in his absence. He wished everyone a happy holiday.

10. ROLL CALL:

Commissioner Reisman thanked the public works department for their response. He received a few calls this week, and they were quick to address the issues. He thanked the special events/recreation department for putting on the Flapjack 5K and the Pancake Palooza. He hoped to see everyone out at the Leesburg Christmas festival and parade on December 7th. He thanked the city staff for getting the downtown ready for Christmas. He hoped to see everyone out at the groundbreaking for phase one at the airport on

December 4th. Also, the Leesburg Library is hosting the Voices and Votes Democracy in America. It is a Smithsonian exhibition located on the second floor. It is pretty impressive and cool to have something like this in Leesburg. He informed the public that the electric advisory board was accepting applications. He wished everyone a Happy Thanksgiving. **Mayor Burry** asked if we knew what positions were available on the Electric Advisory Board. **Commissioner Reisman** replied that he was unsure. **CC Purvis** stated there were three positions available. **CM Minner** said one position was for the big commercial because Dan Robuck was not reapplying. They would reach out to Jesse Flynn, who serves as the small business, to see if she was interested in reapplying. Those two positions are open, and they will turn into four-year terms. Then, with Commissioner Tim Morris being elected to the BOCC, he resigned from his position. He served as the unincorporated residential customer. So, anyone who lives in and around Leesburg but not in the city limits or in Fruitland Park who is an electric user would qualify. That area is the Silver Lake Region. **Commissioner Reisman** added that there are multiple employment positions available, so if anyone wants to work for the City of Leesburg, contact the human resources department, because we are a great city.

Commissioner Connell had nothing.

Commissioner Berry gave kudos to Chad Conklin and his staff. She received an email from a resident at the end of September, Bessie Ross, who wanted to let the city know how great the employees were. He has been assisting her for quite some time. He does not waiver, he does whatever is expected, plus some. She congratulated him and wanted to share the email. She wished everyone a Happy Thanksgiving.

Commissioner Pederson wished everyone a Happy Thanksgiving.

Mayor Burry had no further comment.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

Commissioner Reisman made a motion to adjourn and, with a second by Commissioner Pederson, the meeting adjourned at 6:27 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: December 9, 2024

From: Maria Hritz, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Prime Electric, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Prime Electric, LLC to enter an agreement extending the terms of the original agreement.

Analysis:

The purpose of this amendment is to extend the contract until March 11, 2026.

Procurement Analysis:

On March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY.

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The various departments/project budgets include funding for these expenses.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT TWO TO AN EXISTING CONTRACT WITH PRIME
ELECTRIC, LLC; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute Amendment Two to the existing agreement with Prime Electric LLC, whose address is 1229 W Main Street, Leesburg, Florida 34748, for Electrical / Electrician services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

**AMENDMENT TWO
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the 12th day of November 2024, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **PRIME ELECTRIC, LLC** whose address is 1229 West Main Street, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2026.
- b. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- c. **Hourly Labor Rates.** Hourly labor rates have been increased. The new billable hourly rates are reflected in Table 1 and replace the rates included in the original Agreement as Attachment 'B'.
- d. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute,

the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

Table 1 – Effective Billable Rates

BILLABLE RATES				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$75.00	\$95.00
2	Journeyman Electrician	Hour	\$55.00	\$75.00
3	Apprentice Electrician	Hour	\$45.00	\$65.00
4	Helper/Laborer	Hour	\$35.00	\$55.00
ITEM	COST ITEM	UNIT	COST OR PERCENT	
A1	Emergency Call Out Charge	Lump Sum	\$0.00	
A2	Material Markup	%	10%	
A3	Rental Equipment Markup	%	10%	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

"PRIME ELECTRIC, LLC"

By: Wylie Hamilton

Its: Wylie Hamilton - President
(Title)

CITY OF LEESBURG, FLORIDA

James Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: December 9, 2024

From: Maria Hritz, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Lakeside Electrical Services, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Lakeside Electrical Services, LLC to enter an agreement extending the terms of the original agreement.

Analysis:

The purpose of this amendment is to extend the contract until March 11, 2025.

Procurement Analysis:

On March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY.

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The various departments/projects budgets included funding for these expenses.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT TWO TO AN EXISTING CONTRACT WITH LAKESIDE
ELECTRICAL SERVICES, LLC; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute Amendment Two to the existing agreement with Lakeside Electrical Services LLC, whose address is 2240 Griffin Road, Leesburg, Florida 34748, for Electrical Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

**MENDMENT TWO
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the 20 day of ~~November~~ 2024, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **LAKESIDE ELECTRICAL SERVICES, LLC** whose address is 2204 West Griffin Road, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2025.
- b. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- c. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

Table 1 – Effective Billable Rates

COST PROPOSAL FORM				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$85.00	\$127.50
2	Journeyman Electrician	Hour	\$65.00	\$97.50
3	Apprentice Electrician	Hour	\$45.00	\$67.50
4	Helper/Laborer	Hour	\$30.00	\$45.00
5				
6				
7				
8				
9				
ITEM	COST ITEM	UNIT	COST OR PERCENT	
10	Emergency Call Out Charge	Lump Sum	\$450.00	
11	Material Markup	%	15	
12	Rental Equipment Markup	%	15	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

"LAKESIDE ELECTRICAL SERVICES, LLC"

By: _____

Its: _____

President
(Title)

Ryan Gonzalez

CITY OF LEESBURG, FLORIDA

Jimmy Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: December 9, 2024

From: Maria Hritz, Senior Buyer

Subject: Purchase request to purchase Marina Grade Non-Ethanol Rec 90 Octane gasoline and off-road Diesel fuel from Lynch Oil Company.

Staff Recommendation:

Staff recommends approval of purchase for Marina Grade Non-Ethanol Rec 90 Octane gasoline for resale purposes and the off-road Diesel fuel will be used by the City as forklift use only.

Analysis:

Lynch Oil will supply and deliver fuel to the City of Leesburg Marina facility on an as-needed basis. The types of fuel included are Marina Grade Non-Ethanol Rec 90 Octane for resale and Off-Road Diesel for City use only.

Procurement Analysis:

The Marina Grade Non-Ethanol Rec 90 Octane fuel is purchased in bulk and resold to Marina customers. Despite regular market price fluctuations, the Recreation Department aims to establish a consistent resale price for this fuel, ensuring an estimated 20% profit margin for the City. This approach seeks to balance market variability with the need for financial predictability and operational efficiency. In contrast, the Off-Road Diesel fuel, also supplied by Lynch Oil, is designated exclusively for City use and is not part of the resale program. This distinction highlights the City's dual focus on public-facing revenue generation and internal operational support. Regular monitoring of bulk pricing and market trends will be critical to maintaining the City's pricing objectives and operational sustainability.

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds for this expense are included in the Recreation Marina budget.

Account No.	001-8151-515-5230
Requisition	56981
Budget	\$200,000.00
Available	\$200,000.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: December 9, 2024

From: Maria Hritz, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolutions authorizing execution of Amendment Three with Danus Utilities, Inc. extending the term of the original Agreement for lift station rehabilitation services to September 30, 2026.

Analysis:

The City has awarded contracts for Lift Station Rehabilitation Services. These contracts allow the Public Works Department to request a proposal from one of the Contractors whenever a lift station requires significant repairs or rehabilitation. This is a much more efficient method to obtain these services. Prior to these contracts being awarded, Public Works and Procurement would issue a Invitation for Bid whenever a Lift Station required rehabilitation. Each of the contracts has a contract item schedule and associated cost for each work item.

Procurement Analysis:

The City Commission approved Resolutions 10,739 on October 26, 2020, authorizing execution of the Fixed Unit Price Agreements for Construction Services with Danus Utilities, Inc. The Agreement allowed for the City to extend the term if mutually agreeable. The City and Contractor wish to extend each of the Agreements by execution of the Amendment. The extension of the Agreement is in accordance with the contract language in the original agreement.

Options:

1. Approve the resolution authorizing extension of the Agreement with Danus Utilities, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact at this time by approving the resolutions extending the agreements. There will be a fiscal impact as services are ordered under the Agreement. When services are ordered, the appropriate approval will be obtained at that time depending on the cost of the order for work and

purchasing approval thresholds. The majority of work ordered under these Agreements is for projects already budgeted by the Wastewater Division.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT THREE TO AN EXISTING AGREEMENT FOR LIFT STATION
REHABILITATION SERVICES WITH DANUS UTILITIES, INC.; AND
PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute Amendment Three to the existing agreement with Danus Utilities, LLC, whose address is 2320 N Beardall Avenue, Sanford, Florida 32771, for Lift Station Rehabilitation Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

**THIRD AMENDMENT OF A FIXED UNIT PRICE
AGREEMENT FOR CONSTRUCTION SERVICES**

THIS AMENDMENT is made as of the 12th day of November 2024, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **DANUS UTILITIES, INC.** whose address is 2320 Beardall Avenue, Sanford, FL 32771 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on October 26, 2020, the CITY and CONTRACTOR entered into a fixed unit price agreement for construction services whereby the CONTRACTOR agreed to provide Lift Station Rehabilitation Services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, on October 25, 2021, the CITY and CONTRACTOR executed Amendment One to extend the term of the Agreement to September 30, 2024.

WHEREAS, on November 12, 2024, the CITY and CONTRACTOR executed Amendment Two to extend the term of the Agreement to September 30, 2026.

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

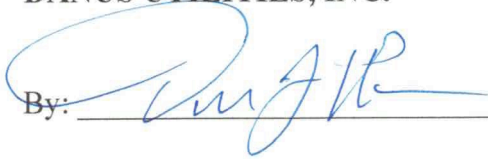
WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to amend the agreement as follows:
 - a. The term of the Agreement is extended through September 30, 2024.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date stated in the preamble.

DANUS UTILITIES, INC.

By:  _____

Printed: Daniel J Pardus

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

Jimmy Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: December 9, 2024

From: Maria Hritz, Senior Buyer, Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the approval to amend the existing contract with CareATC to provide Physical Therapy and Musculoskeletal Services at the City of Leesburg's Employee Wellness Center; and providing an effective date.

Staff Recommendation:

Staff recommends approval of this amendment authorizing CareATC to provide Physical Therapy and Musculoskeletal Services at the City of Leesburg's Employee Wellness Center.

Analysis:

CareATC currently manages the Employee Wellness Center and provides primary care to eligible participants, as well as certain occupational health services. This amendment will add Physical Therapy and Musculoskeletal Care, which will be integrated into primary care as well as occupational health.

The primary focus of Physical Therapy will be to incorporate into the wellness center all Police and Fire physicals, to include their annual physicals, pre-employment physicals, and fit-for-duty physicals. It will also focus on physical therapy required for work-related injuries that are covered under Workers' Compensation. Any additional availability will be for employees who would normally utilize a physical therapist through our health insurance plan.

Physical Therapy	HPW	One-Time Fee	Monthly Fixed
Physical Therapy	20	\$5,000.00	\$8,697.92

Physical Therapy will not only be utilized to address the above-mentioned services, but also integrate this into primary care and assist our employees in prevention and health promotion.

Our goal continues to be to integrate additional services within our wellness center rather than utilizing providers on our health insurance plan. The cost savings occurs when we are able to pay one set fee rather than undetermined claims that go through the health insurance fund.

In FY23-24, we spent approximately \$106,000 on physical therapy costs. In the first year we would

possibly see a net neutral cost and monitor cost savings going forward. There is also the intent of getting our employees back to work sooner, with less time off needed to attend such appointments.

The current contract between the City of Leesburg and CareATC was for three (3) years from the effective date of November 17, 2021. Thereafter, the contract will automatically renew for successive one (1) year terms beginning after the expiration of the Initial Term.

Procurement Analysis:

N/A

Options:

1. Approve the amendment with CareATC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current CareATC services are budgeted in the Health Insurance Wellness Clinic budget. Adding the Physical Therapy and Musculoskeletal Care of \$109,000 is expected to be a net neutral expense as these services are already being paid for through the Workers Compensation fund and the Blue Cross Health Insurance Fund payments.

Account No. 064-134x-5xx-xxxx

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE APPROVAL TO AMEND THE EXISTING
CONTRACT WITH CAREATC TO PROVIDE PHYSICAL THERAPY AND
MUSCULOSKELETAL SERVICES AT THE CITY OF LEESBURG'S
EMPLOYEE WELLNESS CENTER; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes the approval of the Amendment to add Physical Therapy and Musculoskeletal Care to the services at the City of Leesburg's Employee Wellness Center.

THAT this resolution shall become effective November 21, 2024.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

THIRD AMENDMENT TO HEALTH CENTER SERVICE AGREEMENT

This Third Amendment to Health Center Service Agreement (“Third Amendment”) is made and entered into as of the last signature date below, but effective November 21st, 2024 (“Amendment Effective Date”) by and between CareATC, Inc. (“CareATC”) and the City of Leesburg (“Client”).

WHEREAS, CareATC and Client entered into a Health Center Service Agreement dated November 17, 2021, as amended (the “Agreement”), for the provision of covered services to Client’s employees and benefit plan participants; and

WHEREAS, Client and CareATC desire to amend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and in the Agreement Client and CareATC agree as follows:

1. **Exhibit A “Clinic Locations, Schedule, and Covered Services”** of the Agreement is amended to add the following to the “Covered Services” section:

“☒ Physical Therapy and Musculoskeletal Care. CareATC will provide Eligible Participants access to licensed physical therapists and/or kinesiologists to deliver integrated chronic disease management and activity prescription to address the physiological impact of musculoskeletal conditions. This includes the integration of wearable sensor technology for enhanced analytics to track and trend biomechanical and functional gains. Services will be delivered at the Health Center.”

2. **Exhibit B “Fees”** Annual Health Center Staff Salaries and Benefits section is modified by adding the following language, with all provisions not modified herein remaining in full force.

“Fees effective: December 1, 2024

On-Site Staffing	HPW	Monthly Fixed Fee
Physician	20	\$10,762.88
Nurse Practitioner	20	\$5,802.33
Licensed Practical Nurse	40	\$5,180.06
Medical Assistant	40	\$4,005.73
Medical Assistant	40	\$4,005.73
Subtotal Salaries		\$29,756.73
Benefits		\$8,925.16
PTO Replacement Staffing		\$1,782.31
Subtotal Personnel Expenses		\$10,707.47
Total Monthly Fees		\$40,464.20

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Other Fees		Fee	
Management Fee (Per Employee Per Month)		\$46.10	
Instant Urine Drug Screen (price per unit)		\$41.20	
Breath Alcohol Test (price per unit)		\$36.05	

Physical Therapy	HPW	One-Time Fee	Monthly Fixed Fee
Physical Therapy	20	\$5,000.00	\$8,697.92

3. Except as amended by this Third Amendment, all terms, provisions, and conditions of the Agreement, as amended, remain unchanged and shall continue in full force and effect. The Agreement, as amended by this Third Amendment, constitutes the complete and entire understanding of Client and CareATC with respect to the subject matter thereof. In the event of a conflict between the terms and conditions of the Agreement and this Third Amendment, the terms and conditions of this Third Amendment shall govern with respect to the subject matter hereof. This Third Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be transmitted by facsimile, PDF, e-signature or other electronic means and shall be deemed original.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year last below written.

CareATC, Inc.

Signed by:

By: Jeff Mazzoni

9960257BC1AF44F...

Print Name: Jeff Mazzoni

Title: Chief Financial Officer

Date: 11/21/2024

City of Leesburg, Florida

By: [Signature]

Print Name: AL MINNER

Title: CITY MANAGER

Date: 20 Nov 24

Physical Therapy

Primary Care

Physical Therapists (PT) are movement experts who improve the quality of life through prescribed exercises, hands-on care and patient education.

Overview:

- PT evaluations and treatments are typically scheduled for 60 minutes each session.
- All sessions are personalized, one-on-one care
- In addition to Injury Care, our PTs focus on engaging patients in prevention and health promotion.
- CareATC patients have *greater success* than standard community PT clinics:
 - **42% greater cost savings** by providing quicker and more efficient care.
 - Functional Outcome Scores **42.8% higher** than our competitors.
 - Patients being discharged at full function in close to **half** the time.

Did you know?

PT's can treat special cases in addition to the basic Musculoskeletal injuries, including:

**Vestibular
Pelvic Floor
TMJ**

**Weight Management
And much more...**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: December 9, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing agreement 448739-1 between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of the lighting; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing the agreement between the City of Leesburg and Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement).

Analysis:

FDOT has reviewed the project and approved the lighting request under their RISA methodology. Under the RISA Agreement, FDOT will reimburse the City of Leesburg for their capital costs associated with the purchase and installation of the lighting. The estimated cost for material and labor is \$237,952 dollars, which will be reimbursed by FDOT upon completion of the project.

The scope of the project will be on South Street, from the intersection of SR44 and Main Street, south to Katoy Road.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Upfront Electric Capital costs will be \$237,952. These funds will be reimbursed by FDOT. A budget adjustment will be processed to add this project to the current Electric Capital Projects budget.

Account No. 041-1099-531-xxxx
Project No. 410004 & 410006
WF No. WF1533030

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AGREEMENT 448739-1 BETWEEN THE CITY OF
LEESBURG AND THE FLORIDA DEPARTMENT OF TRANSPORTATION
(FDOT), REGARDING EXECUTION OF THE RISA (ROADWAY
ILLUMINATION SERVICES AGREEMENT) FOR THE CAPITAL COSTS
ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF THE
LIGHTING; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to enter into agreement 448739-1 with the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of the lighting.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Financial Project ID: 448739-1-58-01	Federal Project ID: D524-021-B
County: Lake	State Road No.: 44
District Document No: NA	
Utility Agency/Owner (UAO): City of Leesburg Electric	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Leesburg Electric**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns poles located within the road right of way, the road identified as State Road 44, from W Main St to west of Taffy Ln (the Road), which poles are available for the installation of lighting (said poles being hereinafter referred to as the "Poles"); and

WHEREAS, the **FDOT** desires to have the Road illuminated; and

WHEREAS, the **UAO** is an electric utility as defined in Section 366.02(2), Florida Statutes; and

WHEREAS, the **FDOT** has determined that it is in the best interest of the public to enter into an agreement with **UAO** pursuant to Section 337.11(15), Florida Statutes under which the **UAO** will illuminate the Road;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Provision of Illumination Services

- a. The **UAO** shall illuminate the Road in accordance with **FDOT** standards. Subject to the terms and conditions contained herein, illumination services shall continue until such time as **FDOT** notifies the **UAO** to discontinue the illumination services.
- b. The **UAO** shall be responsible for taking any and all actions as may be necessary to illuminate the Road, including, but not necessarily limited to, installation of such facilities and equipment as is necessary to properly illuminate the Road.
- c. Prior to installation of the equipment and facilities to illuminate the Road, the **UAO** shall provide such information (including a proposed work schedule) as is requested by the **FDOT** in order for the **FDOT** to verify that the illumination is acceptable and will be in accordance with **FDOT** standards, and that all work to be performed on **FDOT** right of way will be performed properly in accordance with **FDOT** standards for performance of such work. The **UAO** shall make such changes to the proposed illumination as the **FDOT** requests.
- d. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning installation of the equipment and facilities to provide the illumination services and when the **UAO** stops, resumes, or completes the work. The work shall be completed within the time frame as specified in the schedule provided by the **UAO** to the **FDOT** pursuant to subparagraph 1.c. above.

2. Cost of Illumination Services

- a. The **FDOT** agrees to pay the **UAO**, after illumination services have begun, a one-time service charge equal to the incremental costs that the **UAO** incurred for installing the equipment and facilities for providing the illumination of the Road. The incremental costs are estimated to be \$ 256,000.00. The **UAO** shall obtain written approval from the **FDOT** prior to incurring any incremental costs which exceed the estimated amount stated above.
- b. The method to be used in calculating the incremental costs shall be one of the following (check which option

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applies):

- ☒ Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☐ Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).
- ☐ An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.

3. Invoice Procedures for Cost of Illumination Services

The following terms and conditions apply to the invoice submitted pursuant to this Agreement for payment of the cost of illumination services:

- a. The **UAO** shall submit a final invoice to the **FDOT** for payment of all costs within one hundred and eighty (180) days after illumination services have commenced. The **UAO** waives all right of payment for invoices submitted more than one hundred eighty (180) days after illumination services have commenced.
- c. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
- h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to

pay under this contract is contingent upon an annual appropriation by the legislature.

- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.
- m. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. Maintenance of Illumination Equipment and Facilities

The following terms and conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

- a. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the equipment and facilities.
- b. The equipment and facilities shall be maintained pursuant to a separate agreement between a city or county and the **UAO**. In the event that the city or county fails to comply with that separate agreement, the **UAO** may terminate the illumination services, provided, however, that the **UAO** shall first notify the **FDOT** in writing and provide the **FDOT** with a reasonable opportunity to cure the noncompliance prior to terminating the illumination services.
- c. The **UAO** shall not engage in any act or omission which in any way interferes with the continued provision of illumination services, including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

5. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following

options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Withhold invoice payments until the breach is cured.
 - (4) Offset any damages suffered by the **FDOT** or the public against payments due under this Agreement. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of utilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for cost of the illumination services, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

6. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

- a. The **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the illumination services covered by this agreement, and such compliance will be governed by the method checked below:

- ☒ The **UAO** will provide all or part of such illumination services by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.
- ☐ The **UAO** will perform all of the illumination services entirely with the **UAO's** forces and Appendix "A" of Assurances is not required.
- ☐ The illumination services involved are agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
- ☐ The **UAO** will provide all such illumination services entirely by continuing contract, which contract to provide all future illumination services was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

- b. The **UAO** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement. Specifically, if the **UAO** is acting on behalf of a public agency the **UAO** shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the **UAO**.

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- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the **UAO** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the **UAO** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The **UAO** shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the **UAO** and shall promptly provide the Department a copy of the **UAO's** response to each such request.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

City of Leesburg Electric ATT: Steve Davis Service Planner Supervisor

2010 Griffin Rd.

Leesburg, FL 34748

If to the **FDOT**

Ayman A. Mohamed, P.E. (District Traffic Design Engineer)

719 S. Woodland Blvd

DeLand FL, 32720

- g. **UAO:**

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **UAO** during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

710-010-53
UTILITIES
OGC – 07/13
Page 7 of 7

9. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Leesburg Electric

BY: (Signature)

DATE: _____

(Typed Name) Jimmy A. Burry Jr.

(Typed Title) Mayor

District Utility Office

BY: (Signature)

DATE: _____

FDOT Legal review

BY: (Signature)

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature)

DATE: _____

(Typed Name: Jack Atkins)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: (Signature)

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

**APPENDIX
CHANGES TO FORM DOCUMENT**

UAO: **City of Leesburg Electric**
Financial Project ID: **448739-1-58-01**

1. District Traffic Design Engineer can sign this agreement for the District Utility Office.
2. The Roadway Illumination Services Agreement ("Agreement") between the State of Florida Department of Transportation ("FDOT") and **City of Leesburg Electric** ("UAO") is amended to include the Scope of Work provided in Attachment A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

ATTACHMENT A

SCOPE OF WORK

Financial Project ID: **448739-1-58-01**

UAO: **City of Leesburg Electric**

SCOPE OF SERVICE DESCRIPTION

- UAO shall illuminate SR 44 in accordance with FDOT design standards and provided lighting plans in Exhibit A:
- The scope of work includes retrofitting existing light fixtures and installing new lighting poles with attached arms and fixtures as shown in the provided lighting plans in Exhibit A.

For Corridor Lighting Projects

UAO shall adhere to lane closure restriction periods as shown in the following table:

From	To	No Lane Closure Periods Roadway ID: 11002000
CR 468/W Main St MP 0.000	Katoy Rd MP 0.524	No Lane Closure Restrictions

For Intersection Lighting Projects

UAO shall adhere to lane closure restriction periods as shown in the following table:

No	Side Street	Roadway ID: 11002000	No Lane Closure Periods
1	CR 468/W Main St	MP 0.000	No Lane Closure Restrictions
2	Midblock east of S Lone Oak St	MP 1.705	Westbound From 7:00 AM To 9:00 PM

- The cost for all work to be completed by UAO under this agreement is provided in the UAO CIAC in Exhibit B.

Federally Fund Projects ONLY

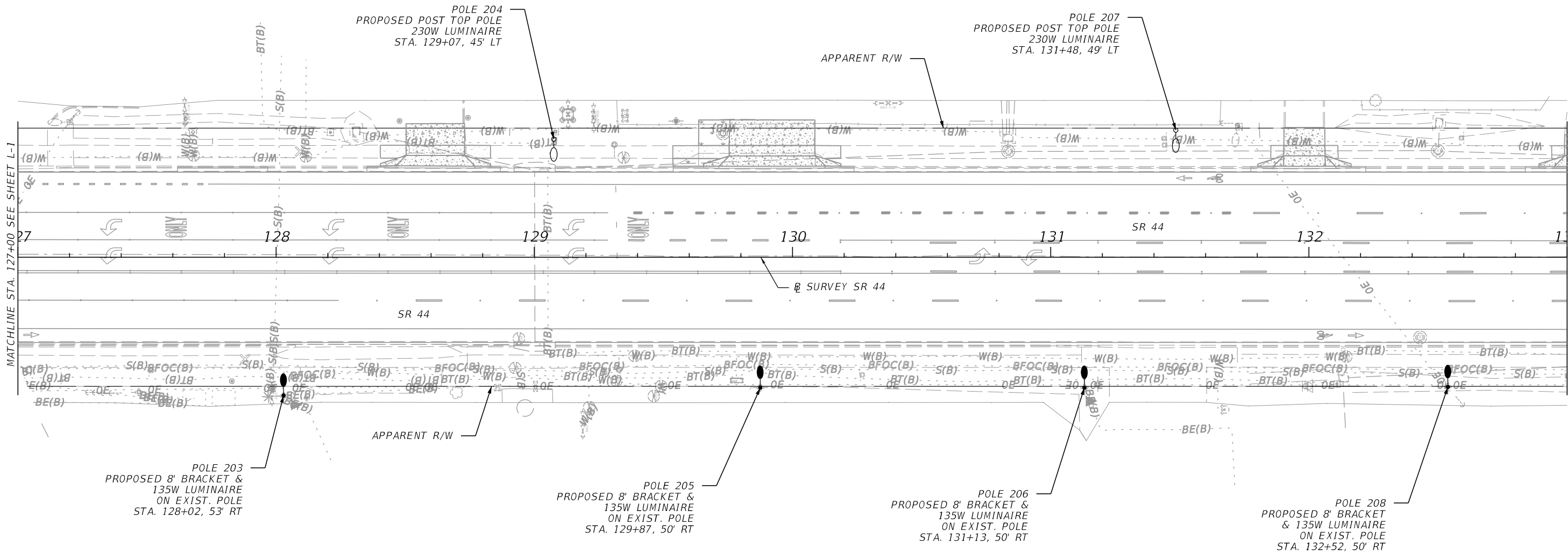
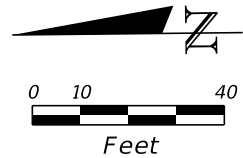
- During construction, **City of Leesburg Electric** will provide notice to the FDOT construction engineer assigned to the project and Randy Stafford at 386-943-5395 ten days prior to soil disturbing activities at the locations shown in Exhibit A. FDOT will provide contamination testing services on site. FDOT will assume control and remediation of all contaminated materials encountered. **City of Leesburg Electric** agrees to assume control and responsibility of non-contaminated clean fill materials per standard practice.
- Environmental Certification is provided in Exhibit C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

Exhibit A

Lighting Plans

Financial Project ID: **448739-1-58-01**

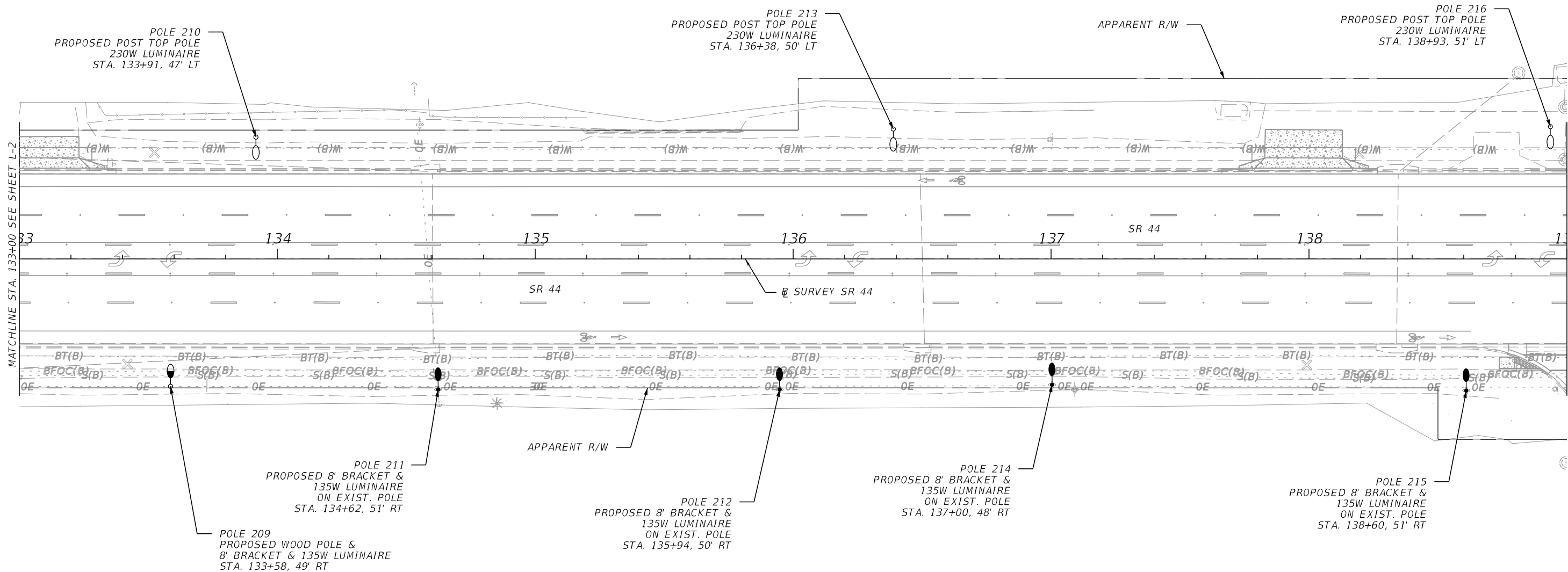
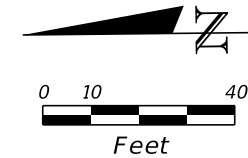


REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO. L-3
DATE	DESCRIPTION	DATE	DESCRIPTION	AYMAN A. MOHAMED, P.E. LICENSE NUMBER: 61777 FLORIDA DEPT. OF TRANSPORTATION 719 S. WOODLAND BLVD. DELAND, FLORIDA 32720		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 44	LAKE	448739-1-52-01		

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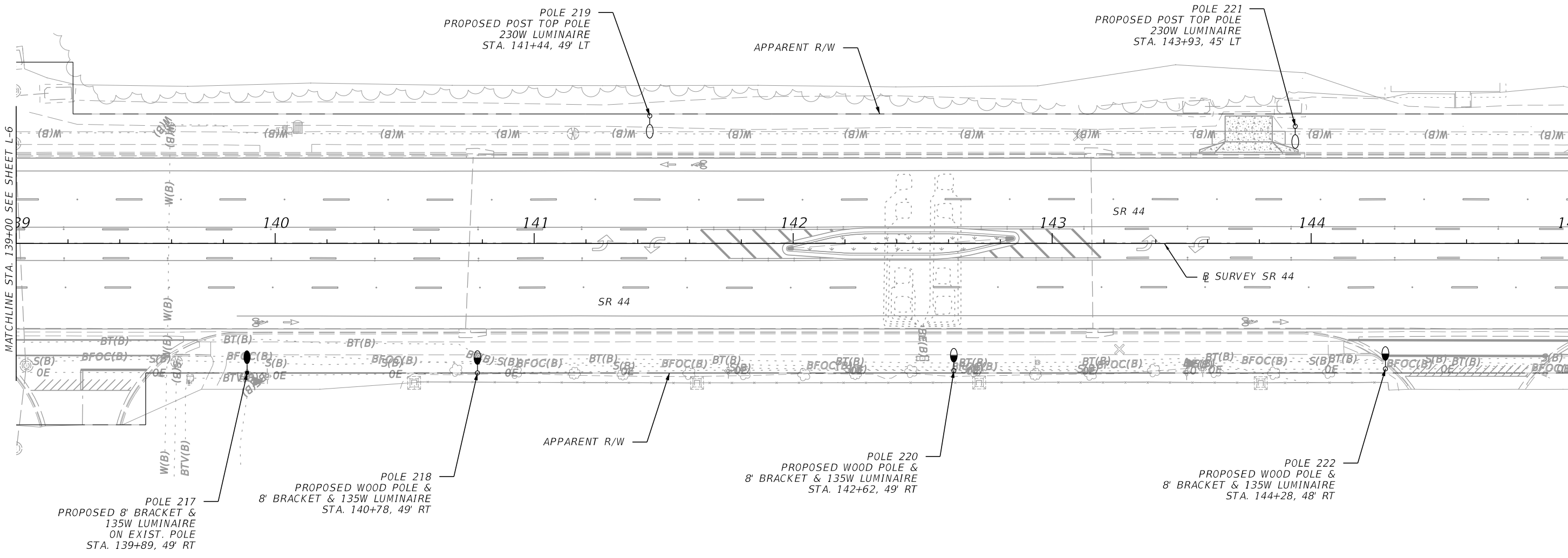
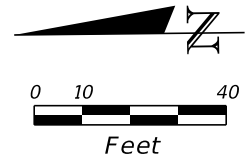
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	AYMAN A. MOHAMED, P.E. LICENSE NUMBER: 61777 FLORIDA DEPT. OF TRANSPORTATION 719 S. WOODLAND BLVD. DELAND, FLORIDA 32720	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-4
					SR 44	LAKE	448739-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

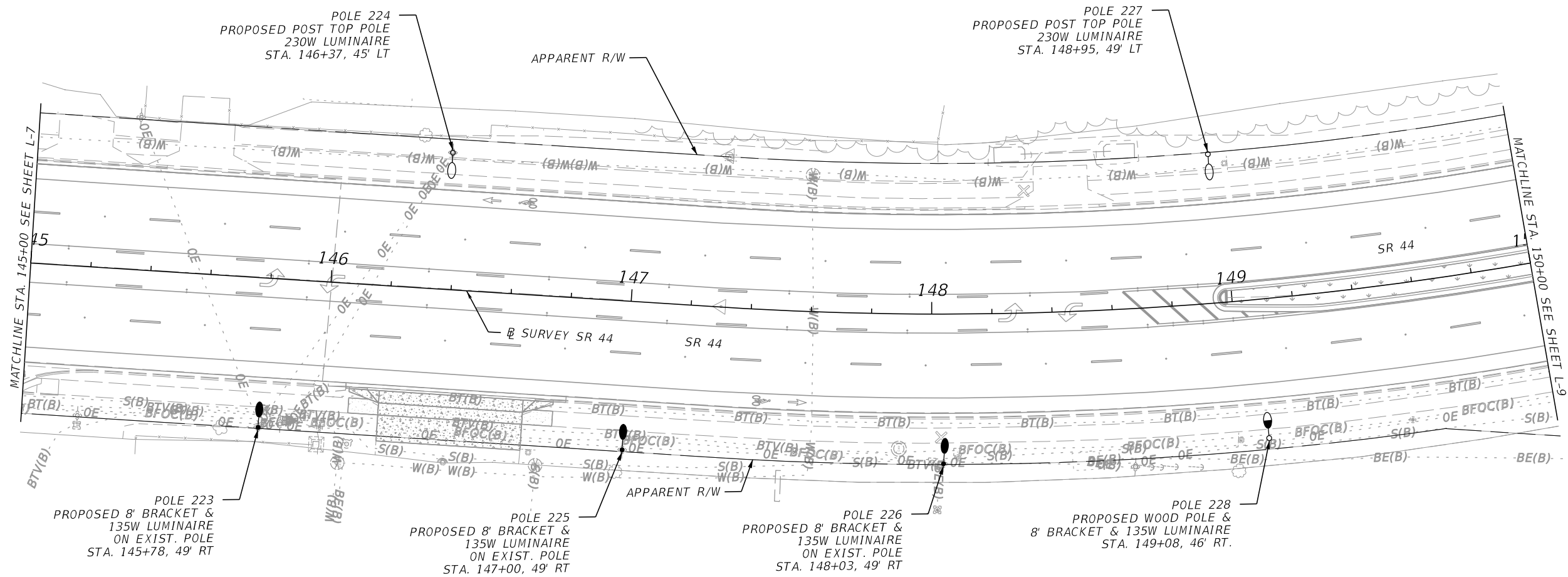


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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	AYMAN A. MOHAMED, P.E. LICENSE NUMBER: 61777 FLORIDA DEPT. OF TRANSPORTATION 719 S. WOODLAND BLVD. DELAND, FLORIDA 32720	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-5
					SR 44	LAKE	448739-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

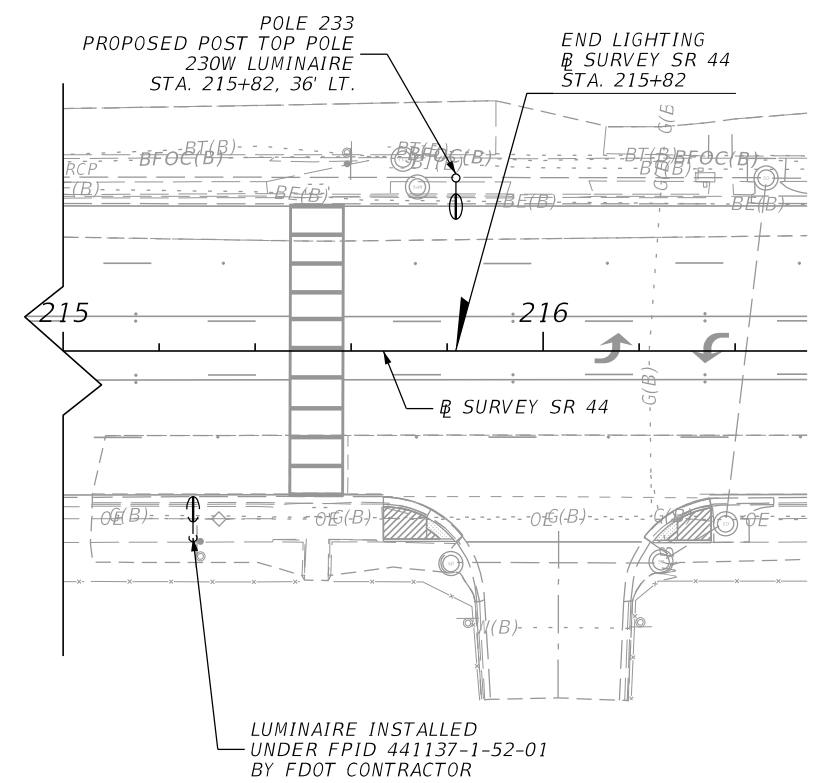
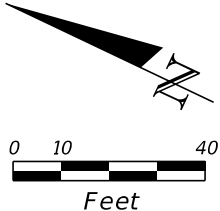
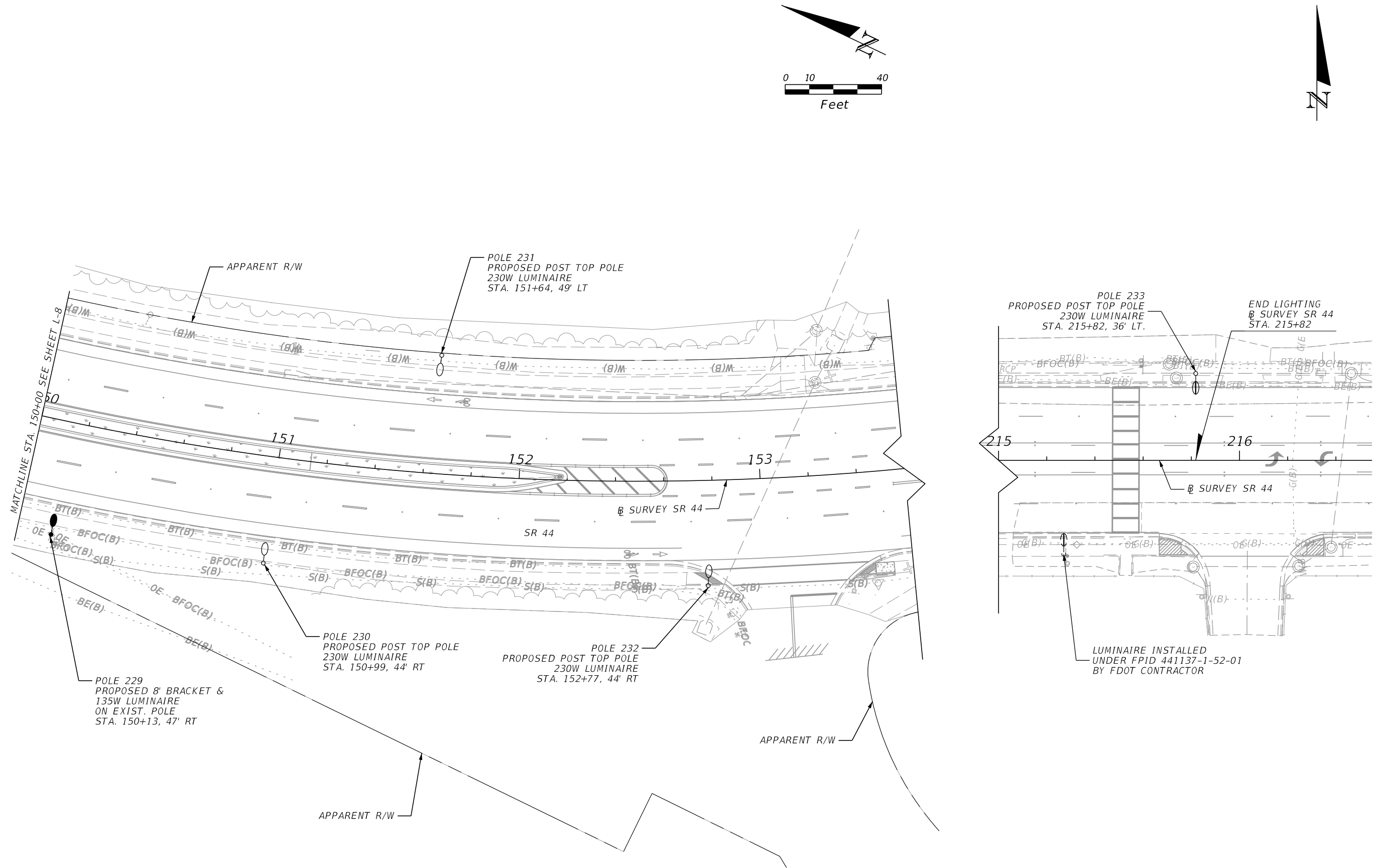
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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO. L-6
DATE	DESCRIPTION	DATE	DESCRIPTION	AYMAN A. MOHAMED, P.E. LICENSE NUMBER: 61777 FLORIDA DEPT. OF TRANSPORTATION 719 S. WOODLAND BLVD. DELAND, FLORIDA 32720		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 44	LAKE	448739-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	AYMAN A. MOHAMED, P.E. LICENSE NUMBER: 61777 FLORIDA DEPT. OF TRANSPORTATION 719 S. WOODLAND BLVD. DELAND, FLORIDA 32720		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 44	LAKE	448739-1-52-01	

LIGHTING PLAN

L-7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

Exhibit B

City of Leesburg Electric CIAC
Financial Project ID: **448739-1-58-01**

Owens, Rachel

From: Steve Davis <Steve.Davis@leesburgflorida.gov>
Sent: Monday, October 23, 2023 10:26 AM
To: Mohamed, Ayman
Cc: Owens, Rachel; Cardona, Angela
Subject: RE: 448739-1 SR 44 street Lighting from Main Street to Southwind's Cove Townhomes

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL SENDER: Use caution with links and attachments.

Ayman,

Here are our estimates. We have added contingency money in case of price increases are anything else that may come up before we start construction.

South Street, from Main south- \$250,000

Lone Oak and South Street- \$40,000

South Street Mid Block (1 Light) \$6,000

These are not to exceed numbers.

There are some questions on the design. In some locations you are calling out new poles, but do not show the existing poles in that area. These are on the west side of South Street, near the south end.

From: Mohamed, Ayman <Ayman.Mohamed@dot.state.fl.us>
Sent: Tuesday, October 17, 2023 4:15 PM
To: Steve Davis <Steve.Davis@leesburgflorida.gov>; Prior, Steve <Steve.Prior@Holophane.com>
Cc: Owens, Rachel <Rachel.Owens@dot.state.fl.us>; Cardona, Angela <Angela.Cardona@dot.state.fl.us>
Subject: 448739-1 SR 44 street Lighting from Main Street to Southwind's Cove Townhomes

EXTERNAL EMAIL - USE CAUTION

Good afternoon Steve,

We completed our lighting design for SR 44 project. Attached is the proposed lighting plans. Please provide us with the CIAC for the installation of proposed lighting and the one pole for the other midblock crossing project. We will draft the RISA as soon as we get the cost estimate from you.

Luminaire Schedule		
Symbol	Qty	Label
	22	ATM P40 XXXXX R3 3K
	16	MCLEDM P6 30K XXXXX MR

Please let me know if you have any questions.
Thank you

Ayman A. Mohamed, PhD, PE, PTOE
District Traffic Design Engineer

Florida Department of Transportation
719 S. Woodland Blvd.
DeLand, FL 32720
(386) 943-5332

ayman.mohamed@dot.state.fl.us



Please Note: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Think before you print.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

Exhibit C

Environmental Certification
Financial Project ID: **448739-1-58-01**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATUS OF ENVIRONMENTAL CERTIFICATION
FOR FEDERAL PROJECT**

Financial Management No. 448739-1-52-01
FAP No. D524-021-B
Title: SR-44 FROM W MAIN ST TO WEST OF TAFFY LN
Work Mix: RESURFACING
District: 05
County: Lake
Project Description:

Milling and resurfacing, median replacement, sidewalk improvements, drainage, signing and pavement marking, pedestrian signalization, and traffic signalization.

This project is a Categorical Exclusion under 23 CFR § 771.117

- ☒ A Type 1 Categorical Exclusion per ☒ (c) (26) or ☐ (d) __ as determined on June 25, 2024
☐ A Type 2 Categorical Exclusion approved on _____

The final Environmental Document for this project was a (check one):

- ☐ A Finding of No Significant Impact under 23 CFR § 771.121 approved on _____
☐ A Record of Decision under 23 CFR § 771.127 approved on _____

A re-evaluation in accordance with 23 CFR § 771.129 was (check one):

- ☐ Approved on _____
☒ Not required.

Signature: _____ Casey Lyon
Environmental Manager or designee

Date: June 25, 2024



The Environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding (MOU) dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: December 9, 2024

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Mutual Aid Agreement for Fire Protection and other Emergency Services between The Villages Public Safety Department (Fire) and the City of Leesburg and more particularly described in the document; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Mutual Aid Agreement for Fire Protection and Other Emergency Services between the Villages Public Safety Department (Fire) and the City of Leesburg.

Analysis:

The purpose of this Mutual Aid Agreement for Fire Protection and Other Emergency Services is to establish the parameters of cooperation and assistance between the Villages Public Safety Department (Fire) and the City of Leesburg with respect to the provision of such services.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Automatic Aid Agreement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES BETWEEN THE VILLAGES PUBLIC SAFETY DEPARTMENT (FIRE) AND THE CITY OF LEESBURG AND MORE PARTICULARLY DESCRIBED IN THE DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT a Mutual Aid Agreement for Fire Protection and Other Emergency Services between the Villages Public Safety Department (Fire) and the City of Leesburg and more particularly described in the document for purpose of establishing parameters of assistance between the Villages Public Safety Department (Fire) and the City of Leesburg, is hereby accepted and the Mayor and City Clerk are authorized to execute this agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk



MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT is made and entered this day of December ____, 2024, by and between the City of Leesburg and Villages Public Safety Department (Fire) to provide Mutual Aid assistance for fires and other types of emergency incidents as described under the terms of this agreement.

WITNESSETH:

WHEREAS, an informal agreement for mutual aid assistance in fire protection and response to other emergencies has existed between the City of Leesburg and the Villages Public Safety Department (Fire); and,

WHEREAS, it is the desire of the parties to this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions and,

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Mutual Aid Agreement constitutes a fundamental governmental policy of the parties hereto, which is mutual aid in nature and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and,

WHEREAS, it is the desire of the parties to initiate a "Mutual Aid Agreement" for fire department and other emergency services as set forth below:

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to applicable Florida law.
2. The parties agree that this written agreement supersedes all verbal and prior written agreements pertaining to the same.
3. The parties agree to dispatch their respective assigned fire department units on a mutual aid basis, if such units are available. Each jurisdiction agrees that the closest available, most appropriate unit(s) regardless of jurisdictional boundaries will respond.
4. It is agreed that the scope of this agreement includes mutual aid assistance in responding to fires, medical emergencies, hazardous conditions, rescue and

*Leesburg Fire Department- Villages Public Safety Department (Fire)
Mutual Aid Agreement*

extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the usual and customary Mutual Aid Agreement.

5. This agreement shall encourage the development of cooperative procedures and protocols including but not limited to, communications coordination, training, health and safety, and other activities that will enhance the ability of the fire departments to fulfill their missions.
6. It is expressly understood and agreed that the party first to respond to the scene may serve as the initial incident commander exercising command and control functions within the other's jurisdiction until relieved by an official from the primary jurisdiction having authority. The initial responding party will then fall under the chain of command of the jurisdiction having authority. Notwithstanding the foregoing, each party, when providing emergency medical services shall work under the direction of their respective agency's medical director and utilizing their respective BLS/ALS protocols.
7. Nothing in this agreement shall limit the ability of either of the parties to participate in more specific contracts for services, mutual assistance, or automatic response, nor shall this prohibit any party from providing emergency assistance to another jurisdiction that is not a participant in this agreement.
8. The City of Leesburg and the Villages Public Safety Department (Fire) shall retain ownership of any equipment or property it brings to the performance of this agreement, and each shall retain ultimate control of its own employees. Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.
9. Participants in this Mutual Aid Agreement do further agree to the following standard service criteria as the primary response system elements of this Mutual Aid Agreement:
 - A. The Mutual Aid Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched when mutual aid is requested, regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.
 - B. All participants will use standard procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.

*Leesburg Fire Department- Villages Public Safety Department (Fire)
Mutual Aid Agreement*

- C. It is the desire of the Mutual Aid participants to explore other opportunities for joint training, including entry-level training, mini academies, refresher training and systems training. By training together and using common procedures, participants have a higher level of confidence in each other. Leesburg and Villages Public Safety Department (Fire) each own ancillary resources (including but not limited to training facilities and props) that might be of use to the other. Leesburg and Villages Public Safety Department (Fire) agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resources are available and so long as the using party(s) pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resources or equipment shall also be responsible for paying any staff costs. Neither party can intentionally or unintentionally bind the other to an expense without prior written approval of that party.
 - D. Participants shall use standardized Interlocal Service Boundary Agreement apparatus response criteria. Lake County EMS Dispatch & Sumter County Dispatch can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction.
 - E. Participants agree that mutual aid is reciprocal. While mutual aid does not ensure that a municipality will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered with the Mutual Aid Agreement will be comparable.
10. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder. This agreement has no third-party beneficiaries.
11. It is specifically agreed by both parties that for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursement from County, State, and Federal agencies.
12. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the

*Leesburg Fire Department- Villages Public Safety Department (Fire)
Mutual Aid Agreement*

laws of the State of Florida. Neither party assumes any liability for the acts, omissions or negligence of the other party, its officers or employees. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

13. If one party wishes to terminate this agreement, 2 months (60 days) notice in writing of intention to terminate shall be given to the other party involved.
14. No term or provision in this agreement is intended to create a partnership, joint venture, or agency arrangement between the Cities.-
15. This Mutual Aid Agreement shall be reviewed and renewed by the parties, with appropriate signatures and authorization, every five years or as deemed necessary. Failure to review and/or renew this Mutual Aid Agreement within five years after signing shall result in its mutual termination.

IN WITNESS WHEREOF, the parties to hereto have executed this Agreement in duplicate original, the day and year first above written.

ATTEST:

CITY OF LEESBURG, FL

City of Leesburg Clerk

City of Leesburg Mayor

This ____ day of _____, 2024

Approved as to form and legality:

City of Leesburg Attorney

ATTEST:

The Villages Center Community
Development District (VCCDD)

*Leesburg Fire Department- Villages Public Safety Department (Fire)
Mutual Aid Agreement*



The Villages Center Community
Development District Manager



The Villages Center Community
Development District Manager
Board Chairman

This 6th day of November, 2024

Approved as to form and legality:

The Villages Center Community Development District

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: December 9, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and KB Home Orlando, LLC, regarding electric service to the development known as Silver Lakes Estates, Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and KB Home Orlando, LLC.

Analysis:

The City of Leesburg will provide electric service to KB Home Orlando, LLC, for the development known as Silver Lakes Estates, Phase 1, located on Morningside Drive, west of Radio Road and east of Silver Lake Drive. The development will consist of 71 metered units, make ready work on Radio Road and a line extension needed to serve the development, with a total project cost of \$1,220,137.00. The City will receive \$844,759.87 in CIAC funds. The owner will present the City with a bond in the amount of \$375,377.00 which will be reimbursed within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Included in the estimate are dollars for the installation of 46 streetlight poles and fixtures as part of the City's Rental Light Program. The HOA/CDD will be invoiced \$1,078.47 per month for the capital costs, energy and O&M.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project was not included in the Electric Capital Projects budget. A budget adjustment will be processed to add this project to the current budget. The total cost of the project is \$1,220,137, the City will receive \$844,759.87 from the developer, this leaves \$375,377.13 of Electric Capital Costs.

Account No.	<u>041-1099-531-xxxx</u>
Project No.	410002, 410003, 410004, 410006, 410010
WF No.	1544797

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND KB HOME ORLANDO, LLC, REGARDING ELECTRIC
SERVICE TO THE DEVELOPMENT KNOWN AS SILVER LAKES ESTATES,
PHASE 1; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an electric service agreement between the City of Leesburg and KB Home Orlando LLC., regarding providing electric service for the development known as Silver Lakes Estates, Phase 1.

THAT this resolution shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this 13th day of November 2024 by and between the **City of Leesburg, Florida**, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, ("City"), and **KB Home Orlando, LLC**, a Delaware limited liability company ("Owner"), sometimes collectively referred to as "Party" of "Parties".

WITNESSETH:

WHEREAS, Owner is the current property owner of the following real property located in Leesburg, Florida. (the "Property"):

See **Exhibit "A"** attached hereto

Parcel Identification Number(s): 01-19-25-0500-053-00100 (Alt key # 3949914).

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Leesburg, Florida, for "Silver Lakes Estates Phase 1" (the "Development"); and

WHEREAS, the Owner has requested the City of Leesburg, Florida, Electric Department to design the electric distribution facilities for the above-mentioned Development (the "Project"); and

WHEREAS, Section 25-474 Installation of Electric Distribution System, of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner be responsible for charges identified; and

WHEREAS, the City of Leesburg, Florida, will estimate the Project's four (4)-year projected revenue based on when the Owner anticipates home construction to commence and at what monthly completion rate; and

WHEREAS, Section 25-450 Utility Easements, of the Code of Ordinances of the City of Leesburg, Florida, requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities; and

WHEREAS, Section 1E of the Charges in Aid to Construction Policies ("CIAC"), of the Leesburg Electric Service Planning Design Manual of the City of Leesburg, Florida, requires that Owner be responsible for line extension charges and "make ready" work (as defined herein) identified; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.
2. The Development will have 69 residential lots, with 1 lift station electric service, and 1 electric service for the gateway/entry way feature. There will be a total of 71 electric meters in the Project.

3. The City shall provide the necessary materials, as designated in the attached **Exhibit "C"** ("Materials for Installation"), that the contractors are responsible for installing for the Project. The City warrants that condition of the Materials for Installation for a period of three (3) years from when the Materials for Installation have been installed and approved by the City ("Materials Warranty Period"). Within the Materials Warranty Period, City shall be responsible for the repairs and costs of any and all defective Materials for Installation City has provided for the Project.
4. Underground Residential Distribution system: The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit, secondary boxes and transformer boxes per City requirements. The estimated cost is **\$375,377.00**. The City has created an estimate for overhead electric distribution construction. The estimated overhead ("OH") cost is **\$429,376.00**. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any. If The underground estimate is equal or less than the overhead estimate, there will be no cost difference due. In this case, No difference is due.
5. Line Extension: This Project requires a line extension of an underground distribution feeder from Radio Road, west along Morning Side Dr to the project in Leesburg, Florida. The estimated cost of this extension **\$750,209.87**.
6. Estimated Project Revenues: The City has estimated the four (4)-year projected revenue for this development to be **\$315,230.10**. The total cost of the Project (estimated cost plus the line extension cost) is **\$1,125,586.87**. The difference between the estimated revenue and the cost of the Project is **\$810,356.77**. The Owner is obligated to pay this difference.
7. "Make Ready Work": This Project requires make ready work (the "Make Ready Work"). This Make Ready Work includes the relocation of poles and wire that are in conflict with the design. This Make Ready Work is estimated to be **\$22,228.74**. The Owner is obligated to pay for the Make Ready Work.
8. The Owner has requested the installation of rental lights, that will be paid for by the Homeowners' Association for the Development ("HOA") on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. This Project requires the installation of additional lighting conduit for the City to provide rental lights. This additional cost of this conduit installation is **\$12,174.36**. The Owner is obligated to pay for the additional lighting conduit. The Developer acknowledges the HOA or other governing board for the subdivision will have to enter into a separate lighting agreement with the City of Leesburg. This agreement must be signed before installation of lights.
9. The Owner shall provide the City with a check in the amount of the following:
 - a. The cost difference between Overhead and Underground Distribution **\$ N/A**
 - b. The estimated four (4)-year revenue shortage
(cost plus line extension cost minus revenue) **\$810,356.77**
 - c. The estimated cost of the Make Ready Work. **\$ 22,228.74**
 - d. The estimated cost of light conduit installation **\$ 12,174.36**
 - e. **Total amount CIAC due.** **\$844,759.87**

Payment shall be received within 14 days of the approval of this Agreement by the City Commission and prior to any installation of electric distribution.

10. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 8a through 8d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual cost is less than the estimated costs as outlined in Section 3 and Section 9a through 9d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
11. The Owner will provide a bond in the amount of \$375,377.00, the reimbursable cost of the distribution design (lower of the two amounts between Overhead and Underground costs) made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be credited at a rate of \$5,287.00 per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.
12. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of 69 homes and 2 additional services for a total of 71 meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. The City will track kWh on each meter after the meter has been transferred to the homeowner, utility provider, or HOA, and will process refunds at the end of each quarter for all meters that meet the 1,850 kWh threshold during the quarter. A detailed report will be provided for meters that met the threshold during the quarter. Refunds will be issued in the form of a check if a cash payment was made, otherwise refunds will be credited against the bond or letter of credit, as applicable. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
13. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided as the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
14. The Owner will be responsible for the installation all electric service(s) to the point of service determined by the City of Leesburg, Florida.
15. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in

interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.

16. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
17. Owner agrees to pay any and all reasonable cost that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
18. If the Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this Agreement, the City is not obligated to install the electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.
19. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The Parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in the state court of competent jurisdiction in Lake County, Florida.
20. The Parties understand and agree that this Agreement sets forth the entire understanding between the Parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written; all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each Party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument; and the Parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other Party, except as specifically set forth with the four corners of this Agreement.
21. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.
22. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both Parties hereto.
23. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

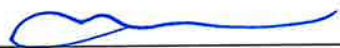
ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER:

BY:  _____

Printed Name: Alfred Wyborski

Title: President

Exhibit A Property Description

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGE 66 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 RUN SOUTH 00°41'38" WEST A DISTANCE OF 1391.59 FEET TO A POINT ON THE WEST LINE OF COUNTRY CLUB VIEW SUBDIVISION FIRST ADDITION, RECORDED IN PLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE RUN SOUTH 00°41'38" WEST A DISTANCE OF 428.16 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°35'08" WEST A DISTANCE OF 217.65 FEET; THENCE RUN SOUTH 00°43'55" WEST A DISTANCE OF 100.12 FEET; THENCE RUN SOUTH 89°36'57" EAST A DISTANCE OF 217.72 FEET TO SAID WEST LINE; THENCE ALONG SAID WEST LINE RUN SOUTH 00°41'38" WEST A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°33'13" WEST A DISTANCE OF 217.59 FEET; THENCE RUN SOUTH 00°41'48" WEST A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 89°33'12" EAST A DISTANCE OF 217.59 FEET TO SAID WEST LINE; THENCE ALONG SAID WEST LINE RUN SOUTH 00°41'38" WEST A DISTANCE OF 319.19 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MORNINGSIDE DRIVE, BEING A 60.00 FEET WIDE RIGHT-OF-WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 89°07'38" WEST A DISTANCE OF 652.15 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 25°22'21" WEST A DISTANCE OF 157.96 FEET; THENCE RUN NORTH 89°36'08" WEST A DISTANCE OF 309.48 FEET TO A POINT ON THE EAST LINE OF SUBDIVISION "E" OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 12, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE RUN NORTH 02°45'36" EAST A DISTANCE OF 183.73 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION "E" OF SILVER LAKE ESTATES; THENCE ALONG THE EAST LINE OF BLOCK 35 OF AFORESAID PLAT OF SILVER LAKE ESTATES, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 02°55'26" WEST A DISTANCE OF 321.73 FEET; THENCE RUN NORTH 21°33'42" WEST A DISTANCE OF 23.50 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 54°45'46" WEST A DISTANCE OF 410.07 FEET; THENCE RUN NORTH 72°23'01" EAST A DISTANCE OF 222.33 FEET TO A POINT ON THE EAST LINE OF BLOCK 24 OF SAID SILVER LAKE ESTATES; THENCE ALONG SAID EAST LINE RUN NORTH 22°17'55" WEST A DISTANCE OF 175.60 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 67°42'05" EAST A DISTANCE OF 201.99 FEET; THENCE RUN NORTH 22°17'55" WEST A DISTANCE OF 43.10 FEET; THENCE RUN NORTH 90°00'00" EAST A DISTANCE OF 788.26 FEET; THENCE RUN SOUTH 00°43'55" WEST A DISTANCE OF 13.53 FEET; THENCE RUN SOUTH 89°17'46" EAST A DISTANCE OF 291.60 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 1,303,615 SQUARE FEET OR 29.927 ACRES, MORE OR LESS.

Exhibit C
Conduit and Box List

Activity	Component	Item	Quantity
Install	ASY	Box Handhole Large	23
Install	ASY	Conduit PVC Primary 1PH 2	12800
Install	ASY	Conduit PVC Secondary 2"	3000
Install	ASY	Elbow 2" Pri 36" Radius 9	37
Install	ASY	Elbow 2" 24" Radius 90deg	23
Install	ASY	Pedestal Primary 3Phase	3
Install	ASY	Pad Transformer Box 1Ph	16
Install	ASY	Box Handhole Large - Rt L	6
Install	ASY	Conduit PVC Rt Lite 2"	800
Install	ASY	Elbow 2" Rental Light 90d	6

List subject to change if design changes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: December 9, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Wal-Mart Stores East, LP for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Wal-Mart Stores East, LP, on the property described therein.

Analysis:

Wal-Mart Stores East, LP is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM WAL-MART STORES EAST, LP FOR THE PURPOSE OF
GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by Wal-Mart Stores East, LP, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") on this 20th day of November, 2024 is hereby granted by **WAL-MART STORES EAST, LP, a foreign limited partnership**, whose mailing address is 702 SW 8th Street, Bentonville, AR 72716 ("GRANTOR,") to the **CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

GRANTOR:

WAL-MART STORES EAST, LP, a foreign limited partnership

By: WSE Management, LLC, a foreign limited liability company, as its General Partner

David K McNally
Signature

David K McNally Jr.
Printed Name

2608 SE 5th Bentonville, AR 72716
Address

By: Christopher Obenshain

Print: Christopher Obenshain

Title: Director

Brandon Wheeler
Signature

Brandon Wheeler
Printed Name

2608 SE 5th Bentonville, AR 72716
Address

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of November, 2024, by Christopher Obenshain, as Director of WSE Management LLC, a foreign limited liability company, as General Partner to Wal-Mart Stores East, LP, a foreign limited partnership, who is ☒ personally known to me or ☐ who produced the following identification:

Kim Conover

Notary Public Signature

Kim Conover

Notary Public Name

My Commission Number: 12703326

My Expiration Date: 12/1/2027

(seal)

KIM TRAYLOR
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 12/01/2027
COMMISSION NO. 12703326

EXHIBIT "A"

WSP Consultants, Inc. SURVEYORS & MAPPERS 18018 ANCHORAGE DRIVE, LUTZ, FL 33548 PHONE (813) 909-8990 PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION LB 7188, STATE OF FLORIDA			THIS SKETCH IS NOT A SURVEY SHEET 1 OF 3		
SKETCH AND DESCRIPTION CITY OF LEESBURG UTILITY EASEMENT					
SECTION 15 - TOWNSHIP 19 SOUTH - RANGE 24 EAST					
SEE SHEET 2 OF 3 FOR EASEMENT DESCRIPTION SEE SHEET 3 OF 3 FOR EASEMENT SKETCH					
LINE TABLE					
LINE	BEARING	DISTANCE			
L1	N44°56'20"E	151.82'			
L2	N39°30'00"W	6.50'			
L3	N13°26'30"W	11.88'			
L4	N44°50'00"E	10.18'			
L5	N68°00'00"E	5.16'			
L6	S13°26'30"E	11.88'			
L7	S39°30'00"E	6.50'			
L8	S44°56'20"W	165.49'			
L9	N36°19'49"W	10.12'			

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	14°49'11"	80.00'	20.69'	N32°05'24"W	20.63'
C2	26°03'30"	125.00'	56.85'	N26°28'15"W	56.36'
C3	18°33'47"	95.00'	30.78'	N22°43'23"W	30.64'
C4	19°18'14"	110.00'	37.06'	S23°05'37"E	36.89'
C5	26°03'30"	110.00'	50.03'	S26°28'15"E	49.60'
C6	17°55'32"	95.00'	29.72'	S30°32'14"E	29.60'

LEGEND

P.O.C. = Point of Commencement
 P.O.B. = Point of Beginning
 L.C.R. = Lake County Records
 O.R. = Official Record
 R/W = Right-of-Way

BEARING NOTE

THE BEARINGS SHOWN HEREON ARE GRID AND ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. BOULEVARD, HAVING A GRID BEARING OF N44°56'20"E.

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING STATED IN RULES 5J-17.051 THROUGH 5J-17.053 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

WILLIAM S. PAYNE
 PROFESSIONAL SURVEYOR AND MAPPER #LS 5685
 WSP CONSULTANTS, INC., #LB7188

REVISIONS	DATE	BY	

DATE OF SKETCH 09/14/2023	DRAWN BY WSP	CHECKED BY WSP	FILE NAME FL28426-S-EASE
------------------------------	-----------------	-------------------	-----------------------------

WSP Consultants, Inc. SURVEYORS & MAPPERS 188-1/2 ANGELES DRIVE, LUTZ, FL 33548 PHONE (813) 909-6480 PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION LB 7188, STATE OF FLORIDA	THIS SKETCH IS NOT A SURVEY SHEET 2 OF 3		
SKETCH AND DESCRIPTION CITY OF LEESBURG UTILITY EASEMENT			
SECTION 15 - TOWNSHIP 19 SOUTH - RANGE 24 EAST			
DESCRIPTION OF CITY OF LEESBURG UTILITY EASEMENT A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 15; THENCE ON A GRID BEARING OF S89°26'55"E ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 15, A DISTANCE OF 940.30 FEET; THENCE S36°33'00"E A DISTANCE OF 632.50 FEET; THENCE S00°55'15"W A DISTANCE OF 69.86 FEET; THENCE S36°19'49"E A DISTANCE OF 209.78 FEET TO A POINT ON A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. BOULEVARD (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N44°56'20"E ALONG SAID PARALLEL LINE, A DISTANCE OF 151.82 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING S65°19'11"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°49'11" AND A RADIUS OF 80.00 FEET FOR AN ARC DISTANCE OF 20.89 FEET (CHORD BEARING = N32°05'24"W AND CHORD DISTANCE = 20.63 FEET) TO A POINT OF TANGENCY; THENCE N39°30'00"W A DISTANCE OF 6.50 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 26°03'30" AND A RADIUS OF 125.00 FEET FOR AN ARC DISTANCE OF 56.85 FEET (CHORD BEARING = N26°28'15"W AND CHORD DISTANCE = 56.36 FEET) TO A POINT OF TANGENCY; THENCE N13°26'30"W A DISTANCE OF 11.88 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°33'47" AND A RADIUS OF 95.00 FEET FOR AN ARC DISTANCE OF 30.78 FEET (CHORD BEARING = N22°43'23"W AND CHORD DISTANCE = 30.64 FEET) TO A POINT ON A NON-TANGENT LINE; THENCE N44°50'00"E A DISTANCE OF 10.18 FEET; THENCE N68°00'00"E A DISTANCE OF 5.16 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING S57°15'16"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°18'14" AND A RADIUS OF 110.00 FEET FOR AN ARC DISTANCE OF 37.06 FEET (CHORD BEARING = S23°05'37"E AND CHORD DISTANCE = 36.89 FEET) TO A POINT OF TANGENCY; THENCE S13°26'30"E A DISTANCE OF 11.88 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 26°03'30" AND A RADIUS OF 110.00 FEET FOR AN ARC DISTANCE OF 50.03 FEET (CHORD BEARING = S26°28'15"E AND CHORD DISTANCE = 49.60 FEET) TO A POINT OF TANGENCY; THENCE S39°30'00"E A DISTANCE OF 6.50 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°55'32" AND A RADIUS OF 95.00 FEET FOR AN ARC DISTANCE OF 29.72 FEET (CHORD BEARING = S30°32'14"E AND CHORD DISTANCE = 29.60 FEET) TO A POINT ON A NON-TANGENT LINE, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID DR. MARTIN LUTHER KING JR. BOULEVARD (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S44°56'20"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 165.49 FEET; THENCE N36°19'49"W A DISTANCE OF 10.12 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN LAKE COUNTY, FLORIDA, CONTAINING 3,561.23 SQUARE FEET, MORE OR LESS.			
SEE SHEET 3 OF 3 FOR EASEMENT SKETCH			
DATE OF SKETCH 09/14/2023	DRAWN BY WSP	CHECKED BY WSP	FILE NAME FL28426-S-EASE

WSP Consultants, Inc.

SURVEYORS & MAPPERS

18815 ANGELES DRIVE, LUTZ, FL 33548

PHONE (813) 909-6420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION
LB 7188, STATE OF FLORIDA

THIS SKETCH IS
NOT A SURVEY
SHEET 3 OF 3

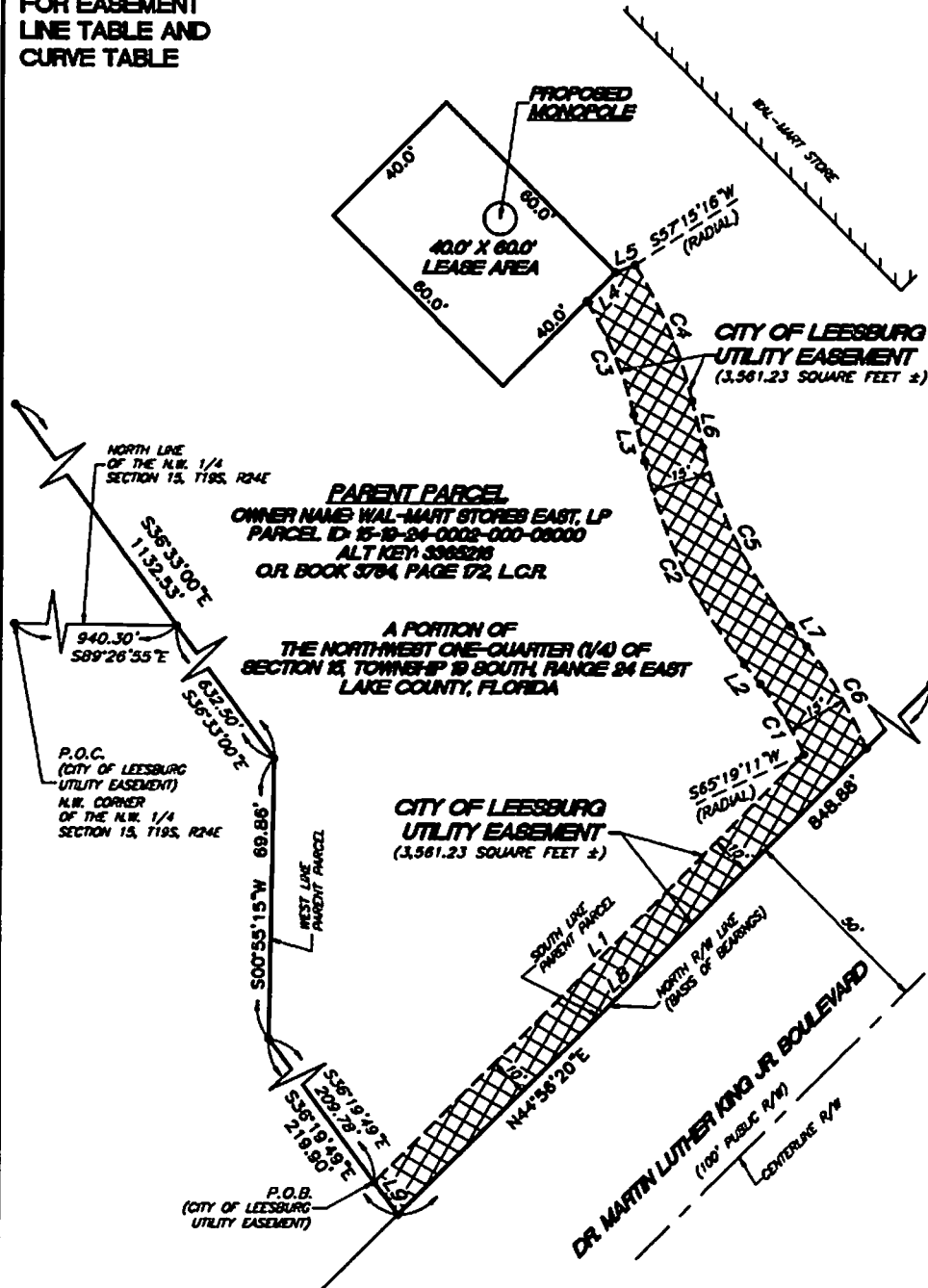


SCALE: 1" = 30'
BEARINGS ARE GRID

**SKETCH AND DESCRIPTION
CITY OF LEESBURG UTILITY EASEMENT**

SECTION 15 - TOWNSHIP 19 SOUTH - RANGE 24 EAST

SEE SHEET 1 OF 3
FOR EASEMENT
LINE TABLE AND
CURVE TABLE



DATE OF SKETCH 09/14/2023	DRAWN BY WSP	CHECKED BY WSP	FILE NAME FL28426-S-EASE
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: December 9, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, regarding electric service to a development known as Arbor Park Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Garden Street Communities Southeast, LLC.

Analysis:

The City of Leesburg will provide electric service to Garden Street Communities Southeast, LLC, for the development known as Arbor Park Phase 1, located west of Thomas Avenue and Martin Luther King Boulevard in Fruitland Park, Florida. The development will consist of 165 metered units with a total project cost of \$1,717,741.12. The City will receive \$893,789.00 in CIAC funds. The owner will present the City with a bond in the amount of \$745,305.00 which will be reimbursed within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Included in the estimate are dollars for the installation of 63 streetlight poles and fixtures as part of the City's Rental Light Program. The HOA/CDD will be invoiced \$1,494.36 per month for the capital costs, energy and O&M.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project was not included in the Electric Capital Projects budget. A budget adjustment will be

processed to add this project to the current budget. The total cost of the project is \$1,717,741.12, the City will receive \$893,789.00 from the developer, this leaves \$823,952.12 of Electric Capital costs.

Account No.	041-1099-531-xxxx
Project No.	410002, 410004, 410006, 410010
WF No.	1540946

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND GARDEN STREET COMMUNITIES SOUTHEAST, LLC,
REGARDING ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS
ARBOR PARK PHASE 1; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an electric service agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, regarding providing electric service for the development known as Arbor Park Phase 1.

THAT this resolution shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this 18 day of NOVEMBER, 2024 by and between the **City of Leesburg, Florida**, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, ("City"), and **Garden Street Communities Southeast, LLC**, a Florida limited liability company ("Owner"), sometimes collectively referred to as "Party" of "Parties".

WITNESSETH:

WHEREAS, Owner is the current property owner of the following real property located in Fruitland Park, Florida. (the "Property"):

See Exhibit "A" attached hereto

Parcel Identification Number(s): 1289866, 1772435, and 1699959.

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Fruitland Park, Florida, for "Arbor Park Phase 1" (the "Development"); and

WHEREAS, the Owner has requested the City of Leesburg, Florida, Electric Department to design the electric distribution facilities for the above-mentioned Development (the "Project"); and

WHEREAS, Section 25-474 Installation of Electric Distribution System, of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner be responsible for charges identified; and

WHEREAS, the City of Leesburg, Florida, will estimate the Project's four (4)-year projected revenue based on when the Owner anticipates home construction to commence and at what monthly completion rate; and

WHEREAS, Section 25-450 Utility Easements, of the Code of Ordinances of the City of Leesburg, Florida, requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities; and

WHEREAS, Section 1E of the Charges in Aid to Construction Policies ("CIAC"), of the Leesburg Electric Service Planning Design Manual of the City of Leesburg, Florida, requires that Owner be responsible for line extension charges and "make ready" work (as defined herein) identified; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof.
2. The Development will have 163 residential lots, with 1 lift station electric service, and 1 electric service for the gateway/entry way feature. There will be a total of 165 electric meters in the Project.

3. The City shall provide the necessary materials, as designated in the attached **Exhibit "C"** ("Materials for Installation"), that the contractors are responsible for installing for the Project. The City warrants that condition of the Materials for Installation for a period of three (3) years from when the Materials for Installation have been installed and approved by the City ("Materials Warranty Period"). Within the Materials Warranty Period, City shall be responsible for the repairs and costs of any and all defective Materials for Installation City has provided for the Project.
4. Underground Residential Distribution system: The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is \$924,708.00. A credit of \$116,600.00 is given for the Owner installing the conduit, secondary boxes, and transformer pads per the City requirements and provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead ("OH") cost is \$745,305.00. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any. This cost difference is estimated at \$62,803.00.
5. Line Extension: This Project requires a line extension of an underground distribution feeder along Thomas Avenue, from Urick Street to Martin Luther King Jr. Boulevard in Leesburg, Florida. The estimated cost of this extension \$411,884.00.
6. Infrastructure Cost Allocation: The total Project cost (estimated overhead cost plus line extension cost) is \$1,157,100.00. Of this amount, the City's infrastructure investment contribution is \$655,350.00. The remaining infrastructure cost of \$501,750.00 must be paid by the Developer.
7. "Make Ready Work": This Project requires make ready work (the "Make Ready Work"). This Make Ready Work includes the installation of underground electric distribution at the intersection of Thomas Avenue and Martin Luther King Boulevard, the relocation of overhead primary, and the removal of existing transformers on the Property. This Make Ready Work is estimated to be \$293,668.00. The Owner is obligated to pay for the Make Ready Work.
8. The Owner has requested the installation of rental lights, that will be paid for by the Homeowners' Association for the Development ("HOA") on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. The Owner has provided a light design based on fixtures available from the City. This Project requires the installation of additional lighting conduit for the City to provide rental lights. This additional cost of this conduit installation is \$35,568. A credit of \$12,419 has been applied to the cost for the Owner to install the conduit to the lights. The Owner is obligated to pay for the additional lighting conduit.
9. The Owner shall provide the City with a check in the amount of the following:

a. The cost difference between Overhead and Underground Distribution	<u>\$ 62,803.00</u>
b. Developer's Share of Infrastructure Costs	
(Total infrastructure costs less City's contribution)	<u>\$501,750.00</u>
c. The estimated cost of the Make Ready Work.	<u>\$293,668.00</u>
d. The estimated cost of light conduit installation (including credit)	<u>\$ 35,568.00</u>
e. Total amount CIAC due.	<u>\$893,789.00</u>

Payment shall be received within 14 days of the approval of this Agreement by the City Commission and prior to any installation of electric distribution.

10. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 8a through 8d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual cost is less than the estimated costs as outlined in Section 3 and Section 9a through 9d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
11. . The Owner will provide a performance bond in the amount of **\$745,305.00** to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. This bond amount is based on the overhead distribution design cost. The Owner will be reimbursed or credited at a rate of **\$4,517.00** per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.
12. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of **163** homes and **2** additional services for a total of **165** meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. The City will track kWh on each meter after the meter has been transferred to the homeowner, utility provider, or HOA, and will process refunds at the end of each quarter for all meters that meet the 1,850 kWh threshold during the quarter. A detailed report will be provided for meters that met the threshold during the quarter. Refunds will be issued in the form of a check if a cash payment was made, otherwise refunds will be credited against the bond or letter of credit, as applicable. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
13. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided as the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in

interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.

15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. If the Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this Agreement, the City is not obligated to install the electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.
18. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The Parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in the state court of competent jurisdiction in Lake County, Florida.
19. The Parties understand and agree that this Agreement sets forth the entire understanding between the Parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written; all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each Party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument; and the Parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other Party, except as specifically set forth with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.
21. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both Parties hereto.

22. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER: Garden Street Communities Southeast,
LLC

BY:  _____
Printed Name: William Bryan Adams

Title: Manager _____

Exhibit A

ARBOR PARK PHASE 1 WITH 50 FOOT STRIP DESCRIPTION (REVISED 03-07-24)

THAT PART OF BLOCK 46, PLAN OF FRUITLAND PARK, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THAT PART OF THE NORTH 1/2 OF SECTION 16, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N89°19'17"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 657.37 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE S00°55'00"W ALONG SAID EAST LINE FOR 1316.62 FEET TO THE SOUTH LINE OF THE SOUTH 50.00 FEET OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°25'38"E ALONG SAID SOUTH LINE FOR 657.78 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE S00°53'57"W ALONG SAID EAST LINE FOR 657.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE N89°28'49"W ALONG SAID SOUTH LINE FOR 1315.97 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE S00°56'03"W ALONG SAID EAST LINE FOR 658.92 FEET TO THE EAST-WEST CENTER SECTION LINE FOR SAID SECTION 16; THENCE N89°32'00"W ALONG SAID EAST-WEST CENTER SECTION LINE FOR 1316.38 FEET TO THE NORTH-SOUTH CENTER SECTION LINE FOR SAID SECTION 16; THENCE N00°58'09"E ALONG SAID NORTH-SOUTH CENTER SECTION LINE FOR 687.67 FEET; THENCE DEPARTING SAID NORTH-SOUTH CENTER SECTION LINE, S89°25'43"E FOR 1386.10 FEET; THENCE N00°34'17"E FOR 125.00 FEET; THENCE N89°25'43"W FOR 112.58 FEET; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 107.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 112.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE

WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 100.00 FEET; THENCE N89°25'43"W FOR 121.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 825.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°42'00" FOR A DISTANCE OF 499.64 FEET TO THE POINT OF TANGENCY; THENCE N54°43'43"W FOR 324.28 FEET; THENCE N52°29'30"E FOR 24.32 FEET; THENCE S89°25'43"E FOR 800.00 FEET; THENCE N00°34'17"E FOR 125.00 FEET; THENCE S89°25'43"E FOR 13.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'57" FOR A DISTANCE OF 39.41 FEET TO THE POINT OF TANGENCY (SAID POINT BEING ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5598, PAGE 2322, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING THE EASTERLY LINE OF AFORESAID BLOCK 46 OF PLAN OF FRUITLAND PARK AND THE WESTERLY RIGHT OF WAY LINE FOR WILDER STREET); THENCE S00°53'14"W ALONG SAID EASTERLY LINE OF THAT CERTAIN PARCEL, THE EASTERLY LINE OF BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR 115.33 FEET TO THE SOUTHERLY LINE OF SAID PLAN OF FRUITLAND PARK AND THE SAID NORTH LINE OF SAID SECTION 16; THENCE S89°19'17"E ALONG SAID SOUTHERLY LINE OF PLAN OF FRUITLAND PARK AND NORTH LINE OF SAID SECTION 16 FOR 687.37 FEET TO THE POINT OF BEGINNING.

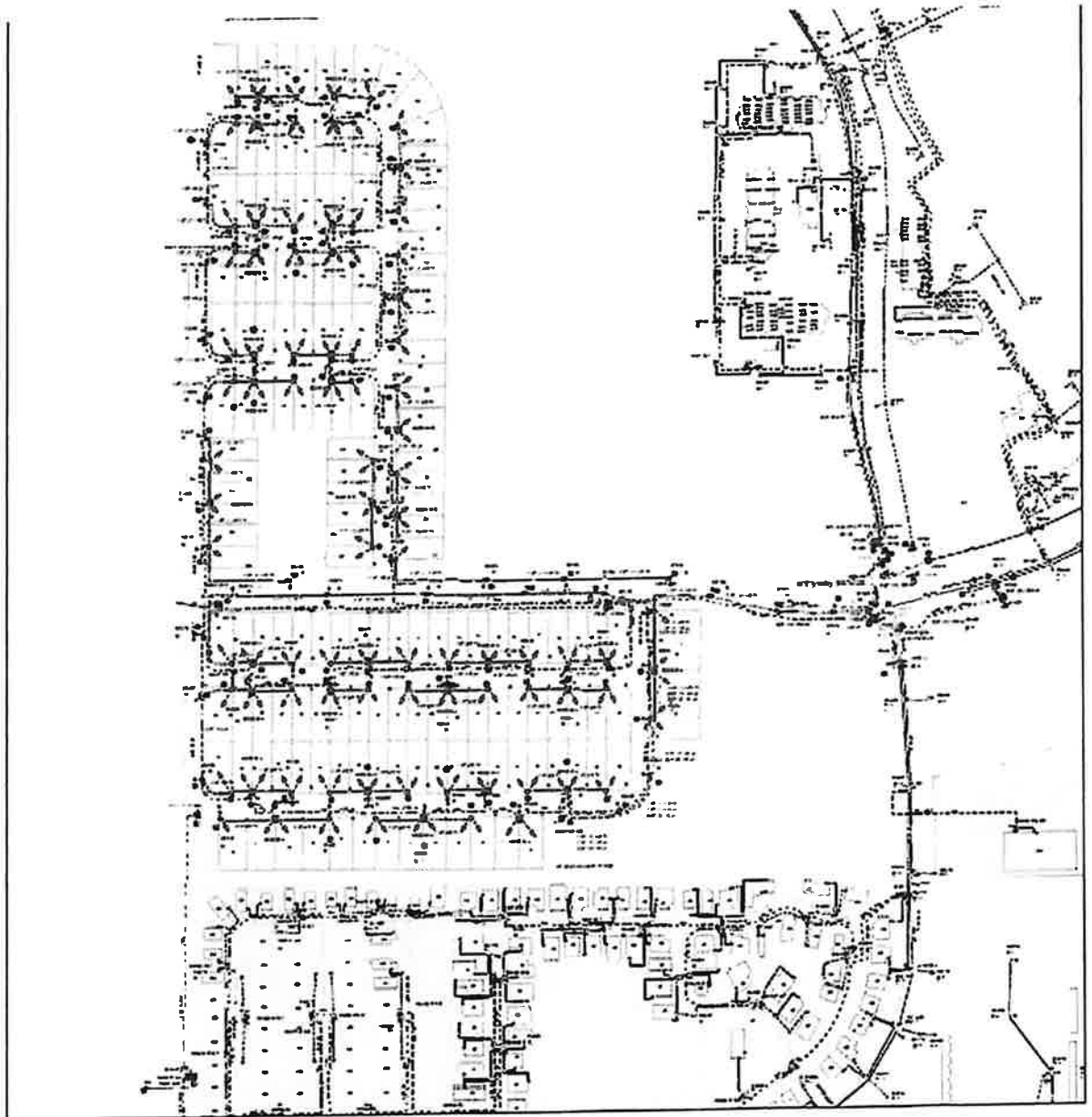
AND

THE SOUTH 50 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 67.23 ACRES, MORE OR LESS.

Exhibit B

Map of Development



— INSTALL — REPLACE
1" = 10' 0" 1" = 10' 0" 1" = 10' 0"

WF1540946

Printed Date: 08/26/24

Worksheet:

Arbor Park Phase 1

Set # _____

Start Date _____

Update By _____

Set # _____

Start Date _____

Update By _____

Job Description

Subdivision

Customer:

Garden Street Apartments/ Adema Homes

Comments:

Arbor Park

Fender, Substation, and Cross Street

L7634/Placida/Thomas and MLK

CITY PERMITS: None

COUNTY PERMITS: None

Engineer Date

Exhibit C
Material for Installation

1	Activity	Item	Quantity
2	Install	Box Handhole Large	56
3	Install	Conduit PVC Primary 1PH 2	12,000 Feet
4	Install	Conduit PVC Primary 1PH 3	400 Feet
5	Install	Conduit PVC Primary 1PH 3	400 Feet
6	Install	Conduit PVC Secondary 2"	6500 Feet
7	Install	Elbow 2" Pri 36" Radius 9	1
8	Install	Elbow 2" Pri 24" Radius 9	45
9	Install	Elbow 2" 24" Radius 90deg	60
10	Install	Pad Transformer Box 1Ph	35
11	Install	Box Handhole Large - Rt L	23
12	Install	Conduit PVC Rt Lite 2"	400 Feet
13	Install	Elbow 2" Rental Light 90d	23

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: December 9, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to issue a Special Event Permit for Alcohol Sales at Bikefest 2025; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the agreement with the Chamber of Commerce to serve alcohol during Bikefest 2025.

Analysis:

This is the same agreement that was used last year. This is a one-year agreement with the caveat of review to authorize who operates the volunteer concession tents.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT TO ISSUE A SPECIAL EVENT PERMIT FOR ALCOHOL
SALES AT BIKEFEST 2025; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Leesburg Chamber of Commerce, whose address is Post Office Box 490309, Leesburg, Florida 34749-0309, to serve alcohol during the Bikefest 2025.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT TO ISSUE SPECIAL EVENT PERMIT FOR ALCOHOL SALES AT
BIKE FEST 2025**

THIS AGREEMENT TO ISSUE SPECIAL EVENT PERMIT FOR ALCOHOL SALES AT BIKE FEST 2025 is hereby entered into by and between the City of Leesburg, Florida, a Florida municipal corporation, whose address is 501 W. Meadow Street, Leesburg, Florida 34748 (the “City”), and The Leesburg Area Chamber of Commerce, Inc., a Florida not for profit corporation, whose address is Post Office Box 490309, Leesburg, Florida 34748 (the “Chamber”), regarding alcohol concessions at Bike Fest 2025.

WHEREAS, the City manages, operates and hosts certain festivals, parades, and other special events within the City, including, but not limited to, Bike Fest 2025, which is scheduled to begin on April 25, 2025 and continue through April 27, 2025 (“Bike Fest 2025”);

WHEREAS, the Chamber is a bona fide nonprofit civic organization operating within the City;

WHEREAS, pursuant to Chapter 2009-262, Laws of Florida (the “Act”), the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business and Professional Regulation (the “Division”) may issue to a bona fide nonprofit civic organization, upon application and presentation of a valid special event permit issued by the City, a temporary permit authorizing the sale of alcoholic beverages for consumption on the premises at outdoor events on public rights-of-way and public parks in the downtown area of Leesburg for a period of up to three (3) days (the “Temporary Alcohol Permit”);

WHEREAS, the Chamber wishes to manage the sale of all alcoholic beverages at Bike Fest 2025, and anticipates submitting an application to the Division and/or other appropriate regulatory authorities for the Temporary Alcohol Permit (the “Application”); and

WHEREAS, in support of the Application, the City will issue a special event permit to the Chamber to manage and operate alcohol sales at Bike Fest 2025 subject to the Temporary Alcohol Permit and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Partnership hereby agree as follows:

1. The foregoing recitals are incorporated herein for all purposes.
2. The City will issue a special event permit to the Chamber for the purpose of allowing the Chamber to exclusively sell and manage the sale of all alcoholic beverages in the downtown area of Leesburg during Bike Fest 2025. Nothing herein is intended to limit or restrict the sale of alcoholic beverages as authorized by law, including on the premises of existing businesses in the downtown Leesburg area pursuant to licenses issued by the Division.
3. The following conditions shall apply to the City’s issuance of the special event permit described herein:
 - a. The Chamber shall plan, coordinate, operate, and manage the sale of all alcoholic beverages in the downtown Leesburg area during Bike Fest 2025, subject to the City’s

right to review, approve, and propose volunteer vendors utilized by the Chamber in connection herewith. In doing so, the Chamber shall comply with all applicable laws, rules, codes, ordinances, permit conditions, and regulations related thereto. The downtown Leesburg Area is depicted or described on Exhibit "A" attached hereto.

b. The Chamber will indemnify, defend, save, and hold the City harmless from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of any act or omission of the Chamber, its agents, subcontractors, volunteers, or employees in connection with the promotion, planning and/or sale of alcoholic beverages in the downtown area of Leesburg during Bike Fest 2025;

c. The Chamber shall initially be responsible for paying all costs and expenses associated with the planning, coordination, operation, insurance, payments made to civic organizations and management of alcoholic beverage sales during Bike Fest 2025 (the "Expenses");

d. The Chamber will collect all funds in connection with the sale of alcoholic beverages at Bike Fest 2025 (including all tip monies) at each point of sale. The City will periodically collect such funds from the Chamber at each point of sale during the event and properly account and deposit all such funds. The Chamber shall fully cooperate with such collection and turn over all funds to the City;

e. At the conclusion of Bike Fest 2025, the Chamber shall present the City with an accounting and formal request for all Expenses pursuant to paragraph "C". The City will provide the Chamber with an itemized accounting of tip monies collected from each point of sale to assist the Chamber in their efforts to fund civic organizations pursuant to a formula the Chamber will develop. The civic organizations payment formula will be tips collected at each point of sale, plus a bonus for alcohol efficiency. In no case will alcohol efficiency payments (excluded tips) exceed an expense to the City of over \$10,000.00. The City will reimburse the Chamber for all such expenses;

f. In addition, the City will pay the Chamber the sum of \$50,000.00 within thirty (30) days of the City's receipt of the accounting of the Expenses; and

g. If there are any profits remaining from the sale of alcohol at Bike Fest 2025 after payment of the foregoing and other appropriate expenses, the City will retain or disburse such funds in accordance with the Act, Section 561.422, Florida Statutes, and other applicable laws and regulations.

4. The Chamber may not assign or otherwise transfer this Agreement or any of the Chamber's obligations hereunder without first obtaining the prior written approval of the City, and any unapproved assignment or transfer shall be null and void.

5. Failure of either party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the parties, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

6. This Agreement may not be modified or amended or modified except by an instrument in writing, executed by all Parties. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

7. In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to collect attorney's fees and court costs from the non-prevailing party. The exclusive venue for any action arising out of or related to this Agreement shall be in a court of competent jurisdiction in Lake County, Florida. Each party waives the right to a jury trial for any disputes arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

Mayor

Date: _____

Attest:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney

THE LEESBURG AREA CHAMBER OF
COMMERCE, INC., a Florida not for profit
corporation,

Signature

Tim Simpson, Board Chair

Date: _____

EXHIBIT "A" - Leesburg Downtown Area



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: December 9, 2024

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 131.5 +/- acres from General Commercial, Transitional, Institutional, Recreation, and Low Density Residential to Downtown Mixed-Use, for properties generally located south of the Leesburg-Wildwood Trail and West Line Street; east of Perkins Street, Euclid Avenue and South 9th Street; north of West Dixie Avenue, East Dixie Avenue and that portion of Pine Street lying east of Childs Street and west of Rambo Street; properties lying west of Rambo Street; south of a portion of East Main Street that lies west of Rambo Street and east of North Canal Street; and properties lying west of that portion of North Canal Street north of East Main Street and south of the Leesburg-Wildwood Trail; as legally described in Sections 23, 25, and 26, Township 19 South, Range 24 East; lying in Lake County, Florida; and providing an effective date. (DT MXU LSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comprehensive plan amendment of the City's Future Land Use Map on 131.5 +/- acres from General Commercial, Transitional, Institutional, Recreation, and Low Density Residential to Downtown Mixed-Use.

Analysis:

The project site is approximately 131.5 acres. The property is generally located west of Childs Street and Rambo Street, south of East Main Street, the Leesburg-Wildwood Trail, and West Line Street, east of Perkins Street, Euclid Street and South 9th Street and north of East and West Dixie Avenue. The purpose of the Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment is to expand the Downtown Mixed-Use Future Land Use district to encourage further economic opportunity and citizen engagement in a cohesive, multi-use living experience adjacent to City of Leesburg's walkable downtown, close to linear parks, pocket parks, city parks, personal services shops, retail shops, educational facilities, and many and varied eating establishments. This proposal is designed to expand and enhance Leesburg's established core downtown.

The expansion of the Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment is to allow for greater flexibility of housing types and number of housing units designed in a walkable core downtown to encourage further business opportunities, augment current businesses and increase further business opportunity.

The Planning Commission held a public hearing on the application on October 24, 2024, and recommended approval of the LSCP with further discussion at the November 21, 2024, regularly scheduled meeting, and recommended approval with no further comments on the CPTA. The application was heard at the Planning Commission public hearing on November 21, 2024, as a discussion item to further expand the Downtown Mixed Use Future Land Use designation east to the general area of Rambo Street.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan map amendment from General Commercial, Transitional, Institutional, Recreation, and Low Density Residential to Downtown Mixed-Use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development within the Downtown Mixed-Use Future Land Use expansion area will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, and ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 131.5 +/- ACRES FROM GENERAL COMMERCIAL, TRANSITIONAL, INSTITUTIONAL, RECREATION, AND LOW DENSITY RESIDENTIAL TO DOWNTOWN MIXED-USE, FOR PROPERTIES GENERALLY LOCATED SOUTH OF THE LEESBURG-WILDWOOD TRAIL AND WEST LINE STREET; EAST OF PERKINS STREET, EUCLID AVENUE AND SOUTH 9TH STREET; NORTH OF WEST DIXIE AVENUE, EAST DIXIE AVENUE AND THAT PORTION OF PINE STREET LYING EAST OF CHILDS STREET AND WEST OF RAMBO STREET; PROPERTIES LYING WEST OF RAMBO STREET; SOUTH OF A PORTION OF EAST MAIN STREET THAT LIES WEST OF RAMBO STREET AND EAST OF NORTH CANAL STREET; AND PROPERTIES LYING WEST OF THAT PORTION OF NORTH CANAL STREET NORTH OF EAST MAIN STREET AND SOUTH OF THE LEESBURG-WILDWOOD TRAIL; AS LEGALLY DESCRIBED IN SECTIONS 23, 25, AND 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST; LYING IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DT MXU LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner: the Future Land Use Map is amended by changing the designation of approximately 131.5 +/- acres of land generally located west of Childs Street and Rambo Street, west of North Canal Street, south of East Main Street, the Leesburg-Wildwood Trail, and West Line Street, east of Perkins Street, Euclid Street and South 9th Street and north of East and West Dixie Avenue; as shown on the Locator map of the revised district area, lying in Sections 23, 25 and 26, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Florida Department of Commerce as required by

the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

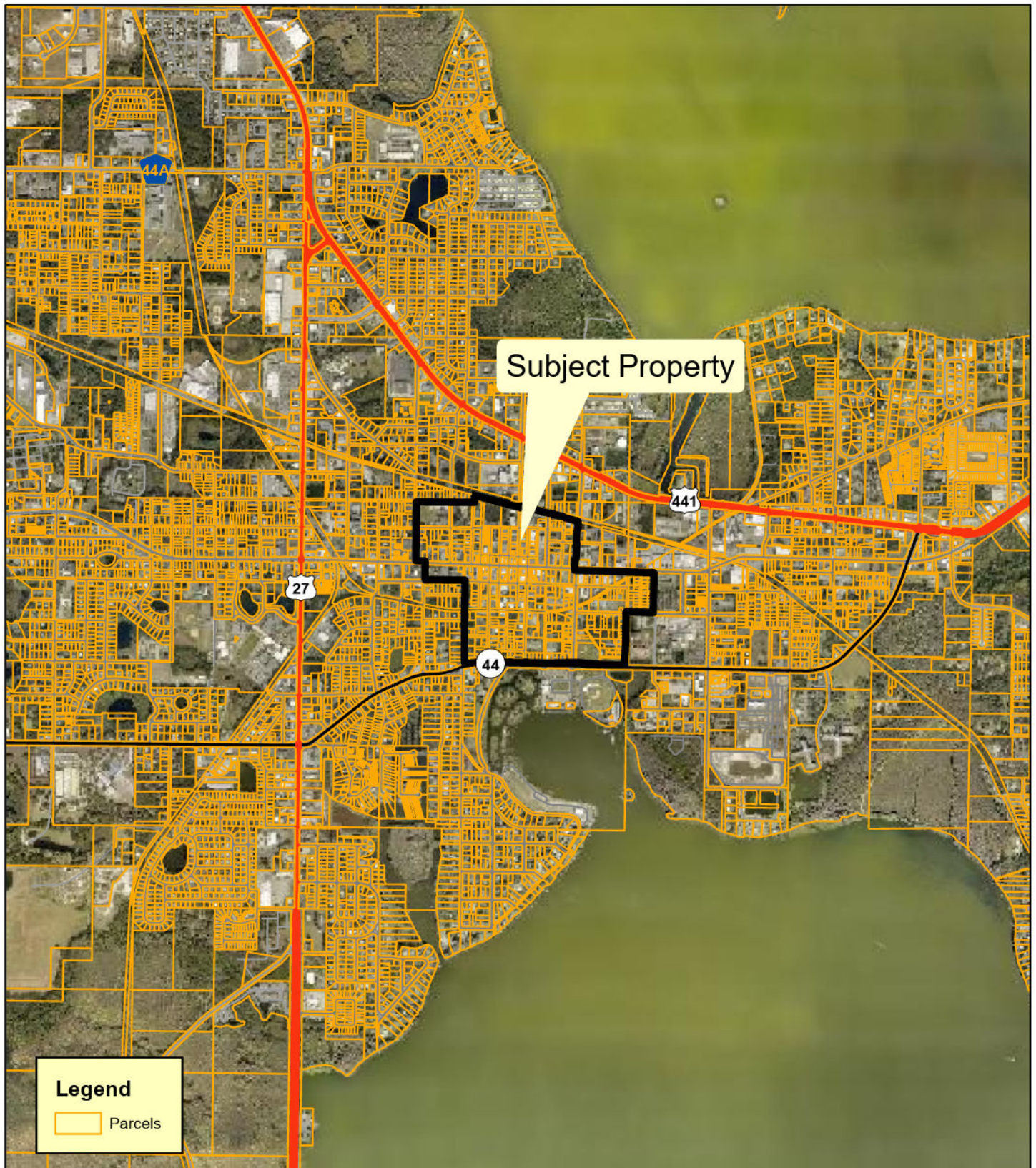
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2025.

Mayor

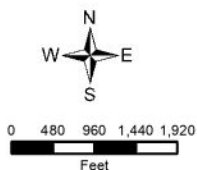
ATTEST:

City Clerk

Extended Locator

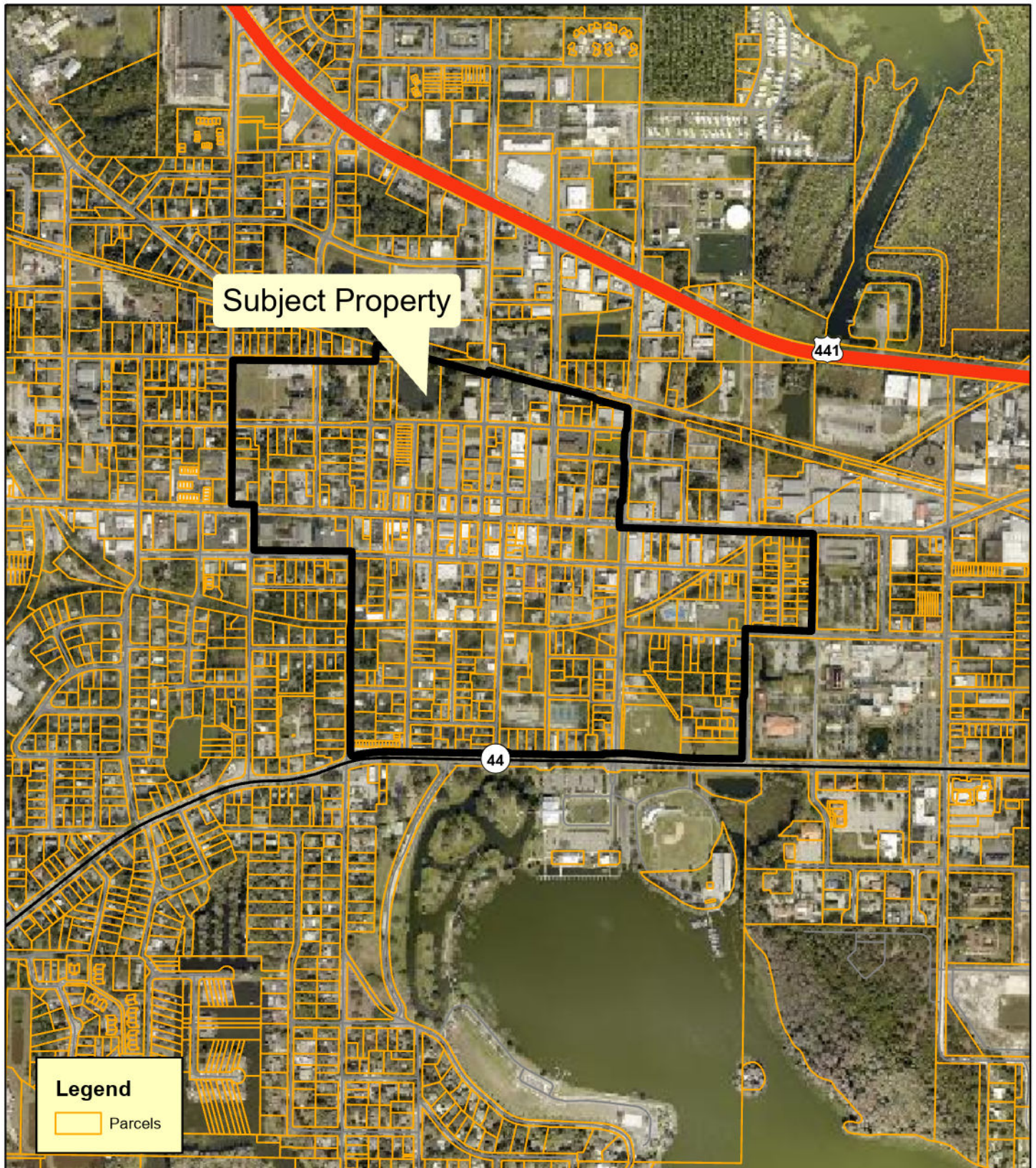


**Planning
& Zoning
Division**

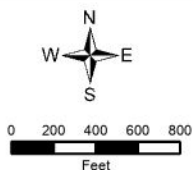


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Locator

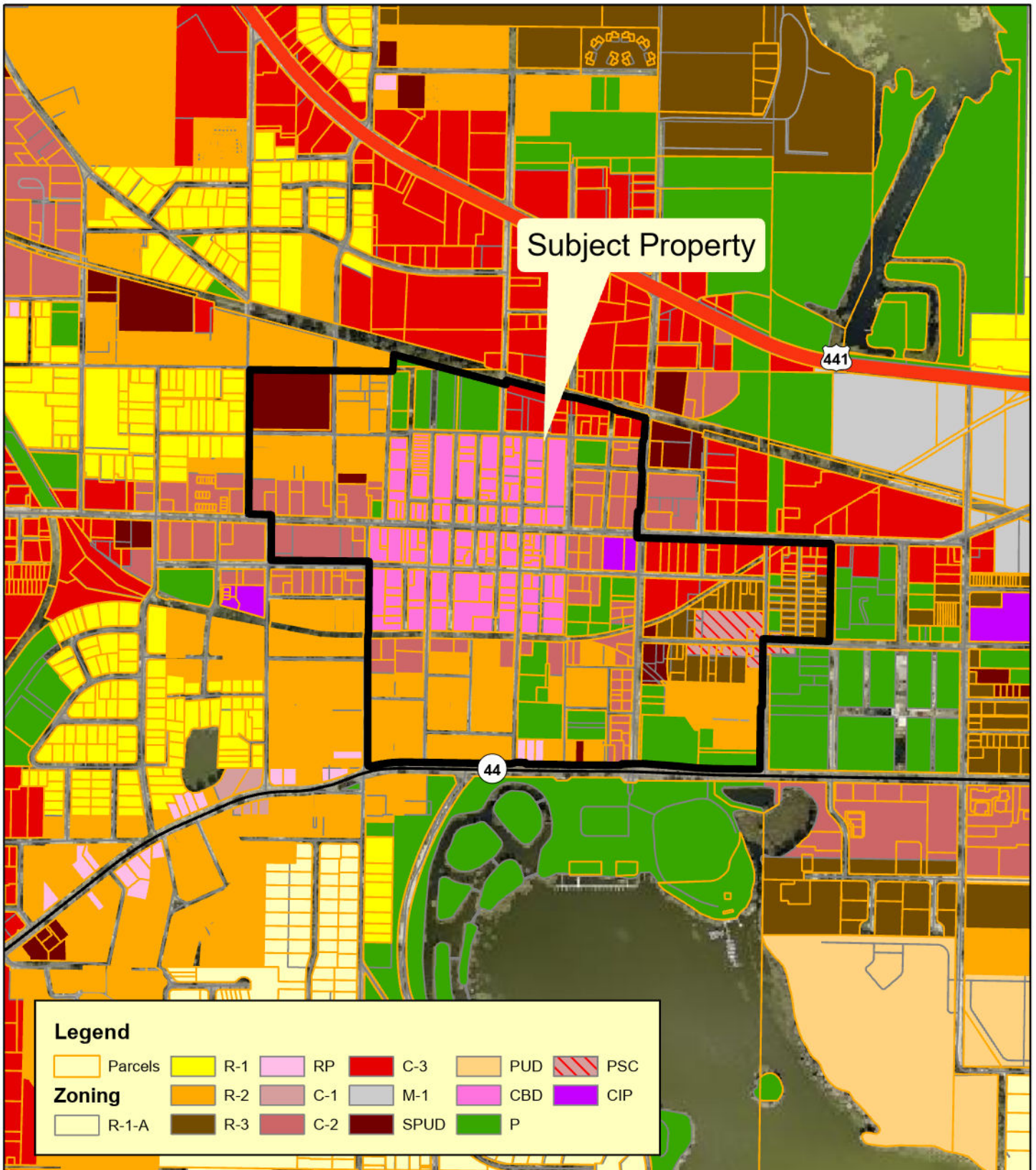


**Planning
& Zoning
Division**

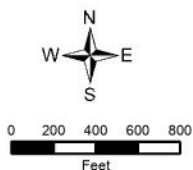


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Zoning

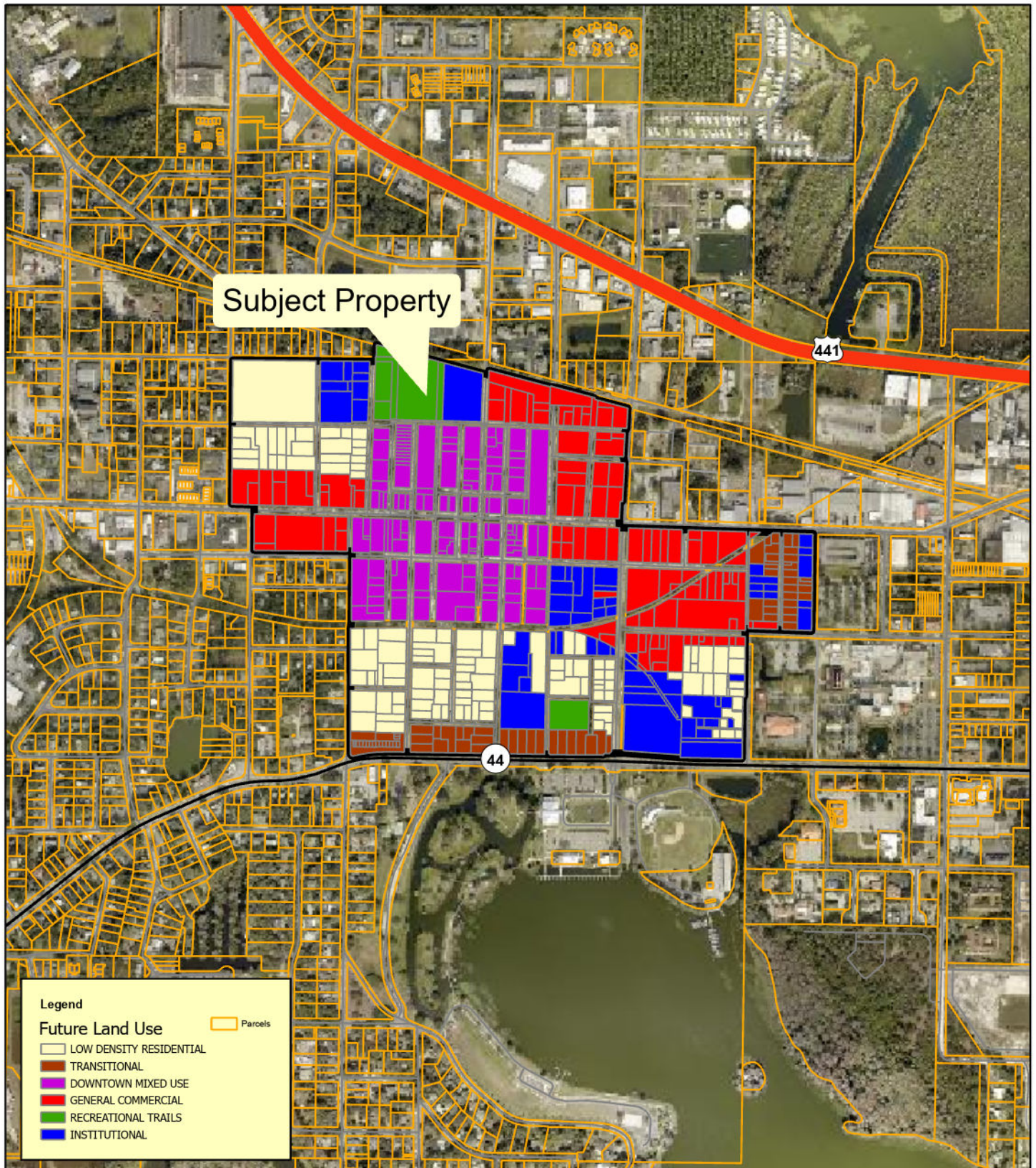


**Planning
& Zoning
Division**

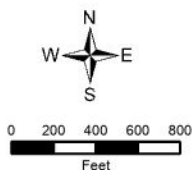


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Future Land Use

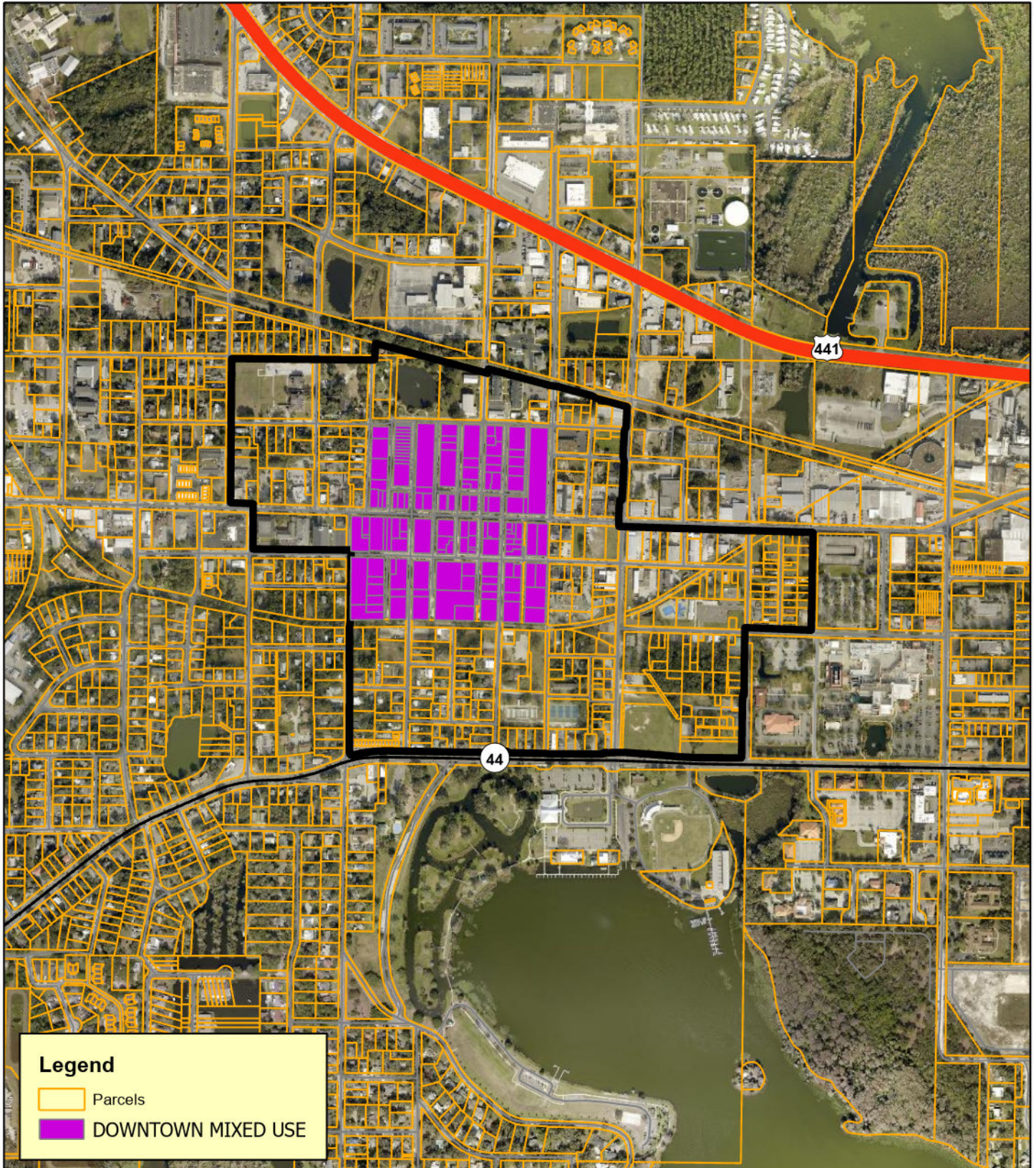


**Planning
& Zoning
Division**

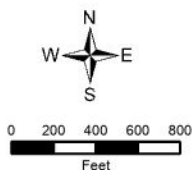


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Existing Downtown Mixed Use Future Land Use

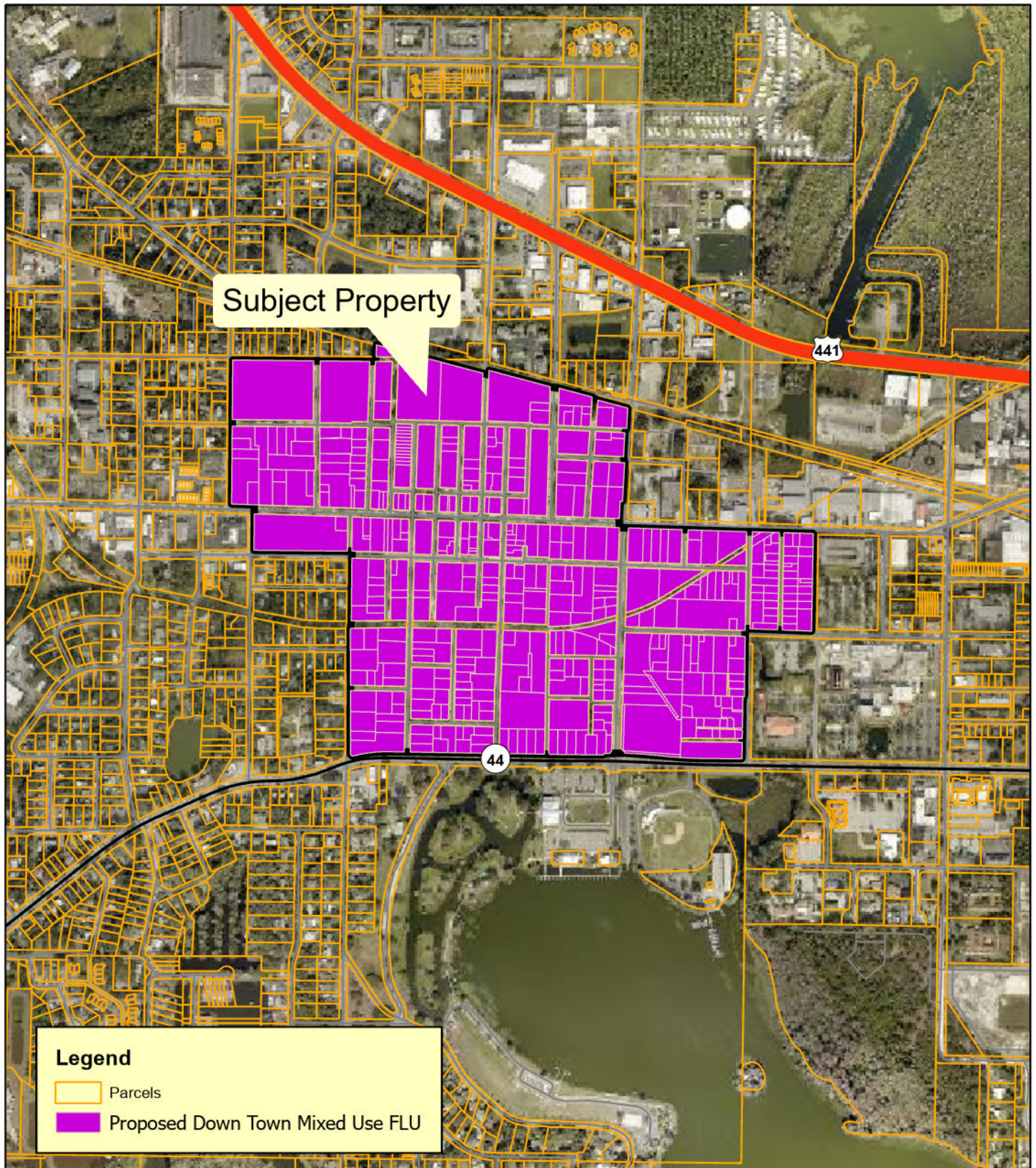


**Planning
& Zoning
Division**

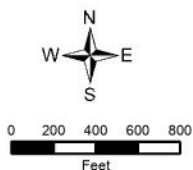


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Proposed Future Land Use

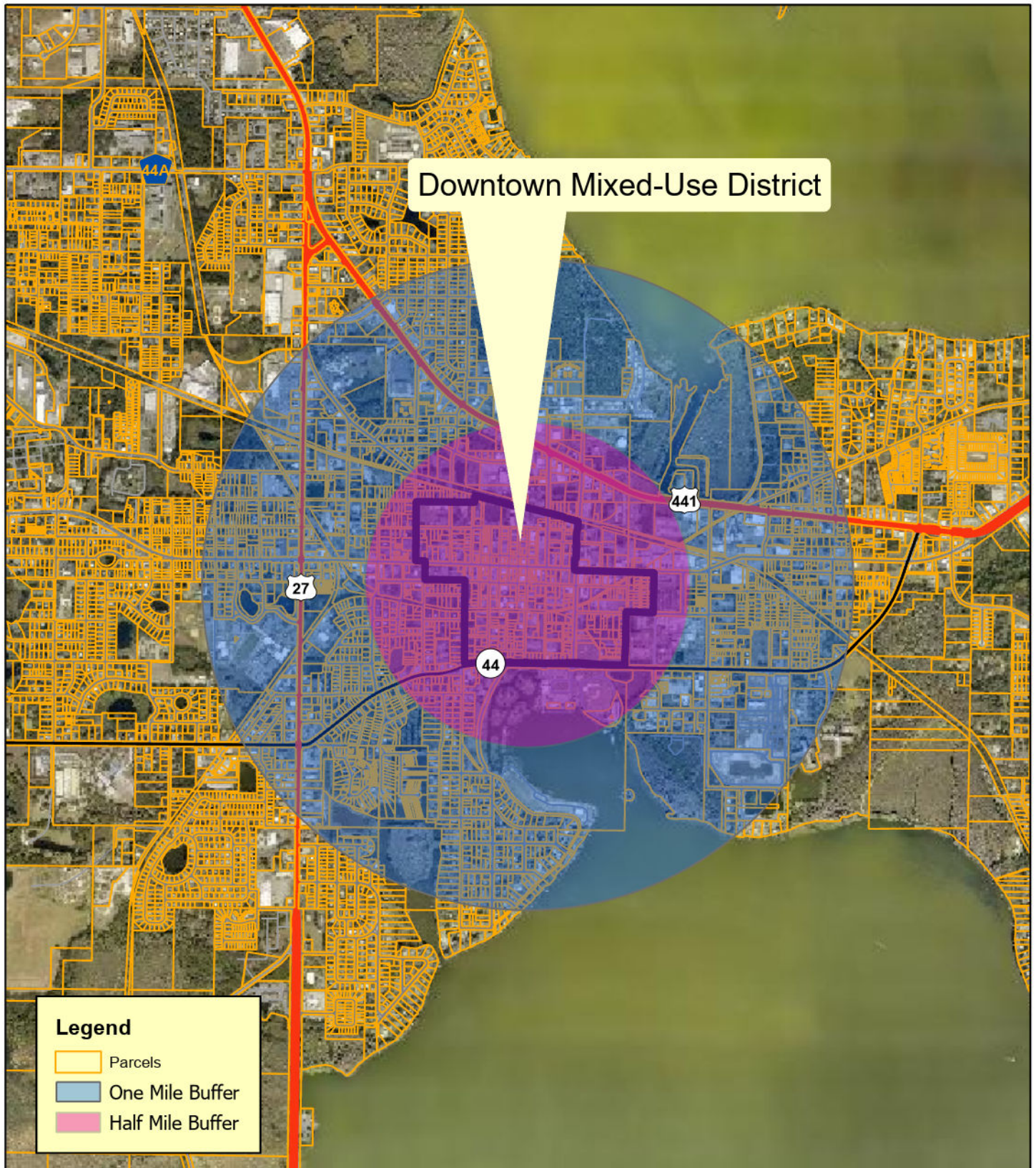


**Planning
& Zoning
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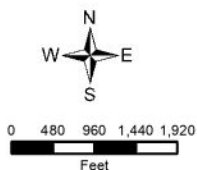


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Walking Distances

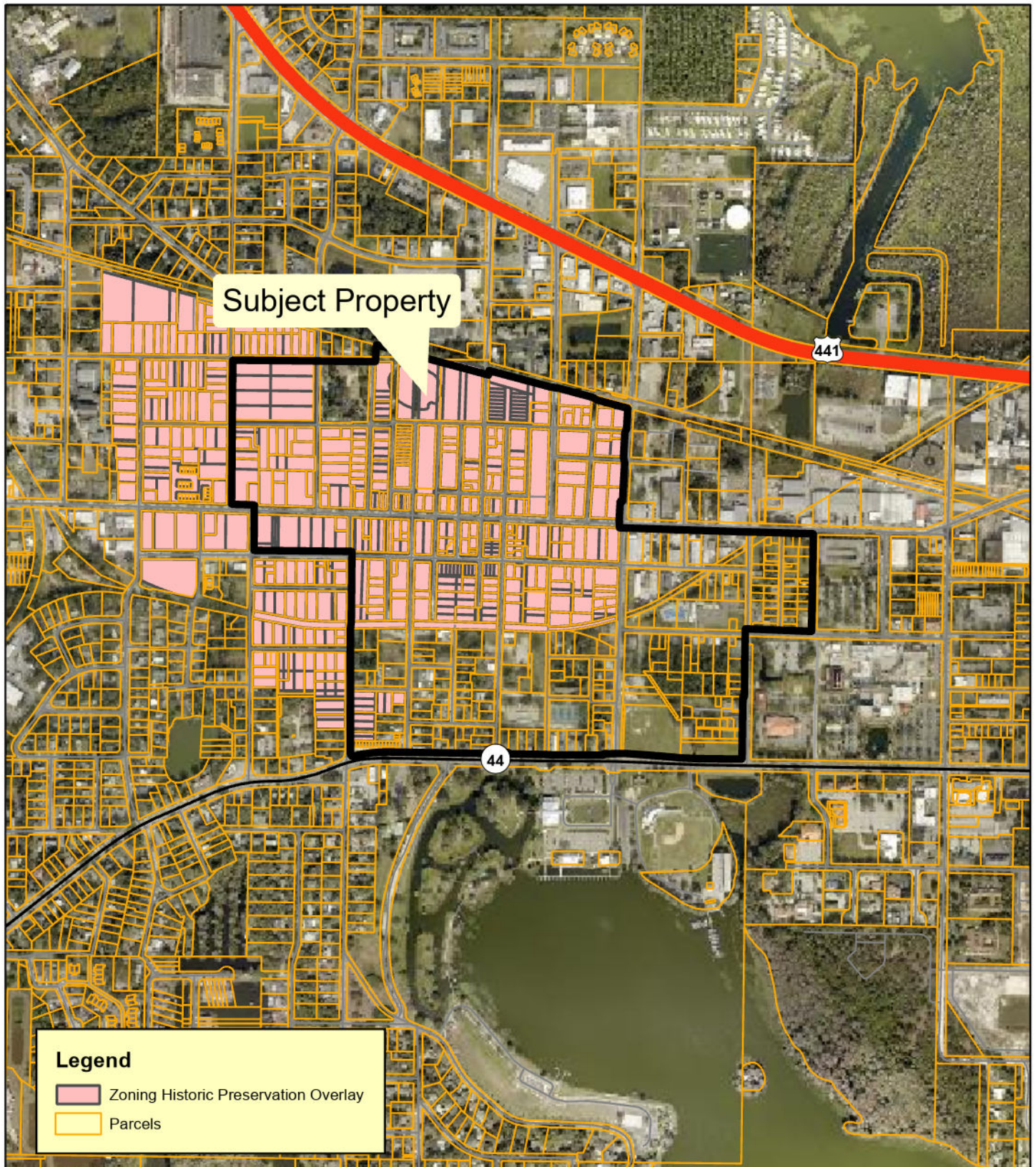


**Planning
& Zoning
Division**

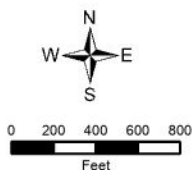


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Historic Preservation

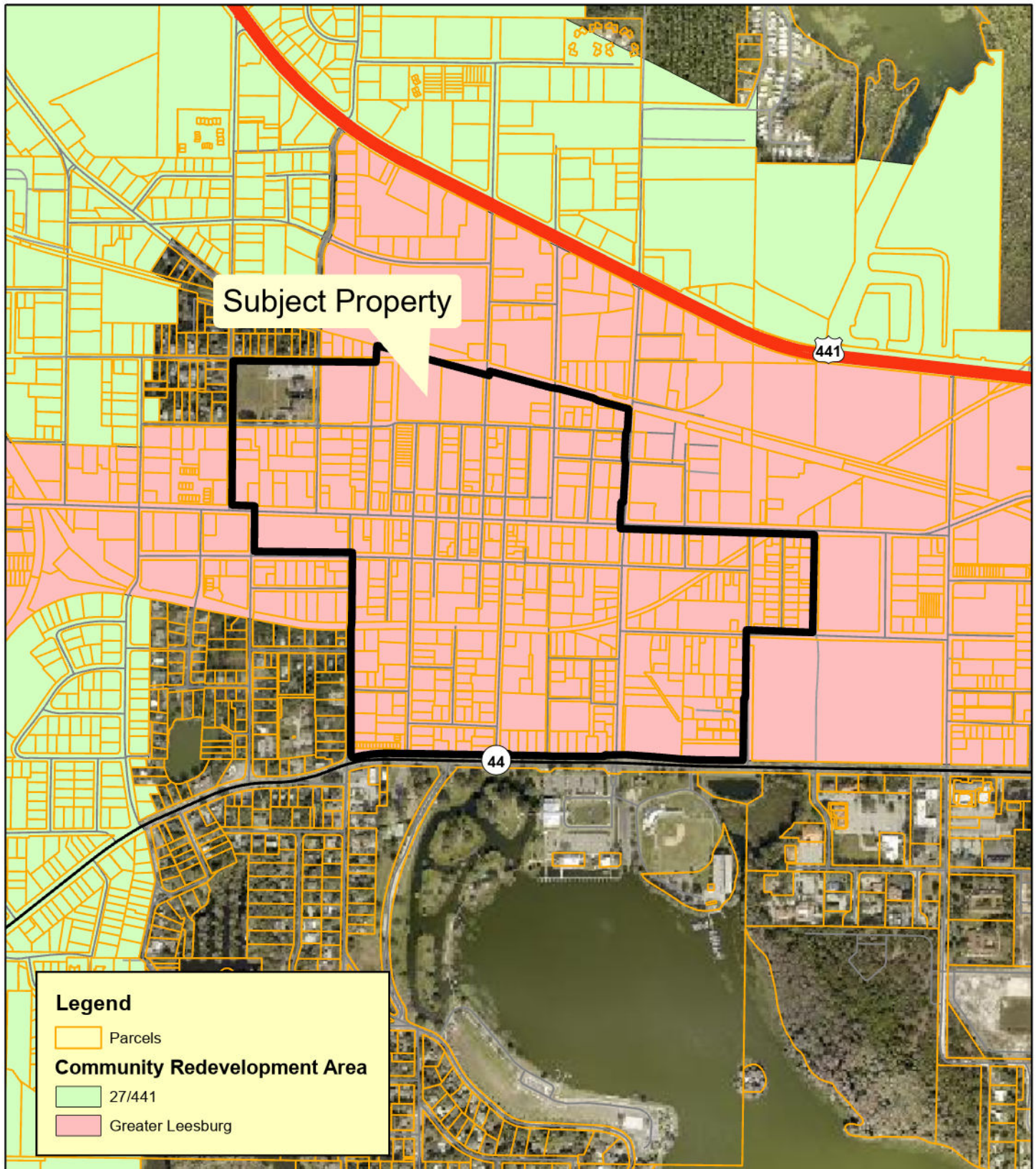


**Planning
& Zoning
Division**

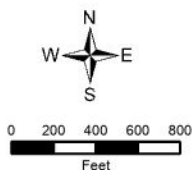


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Community Redevelopment Area

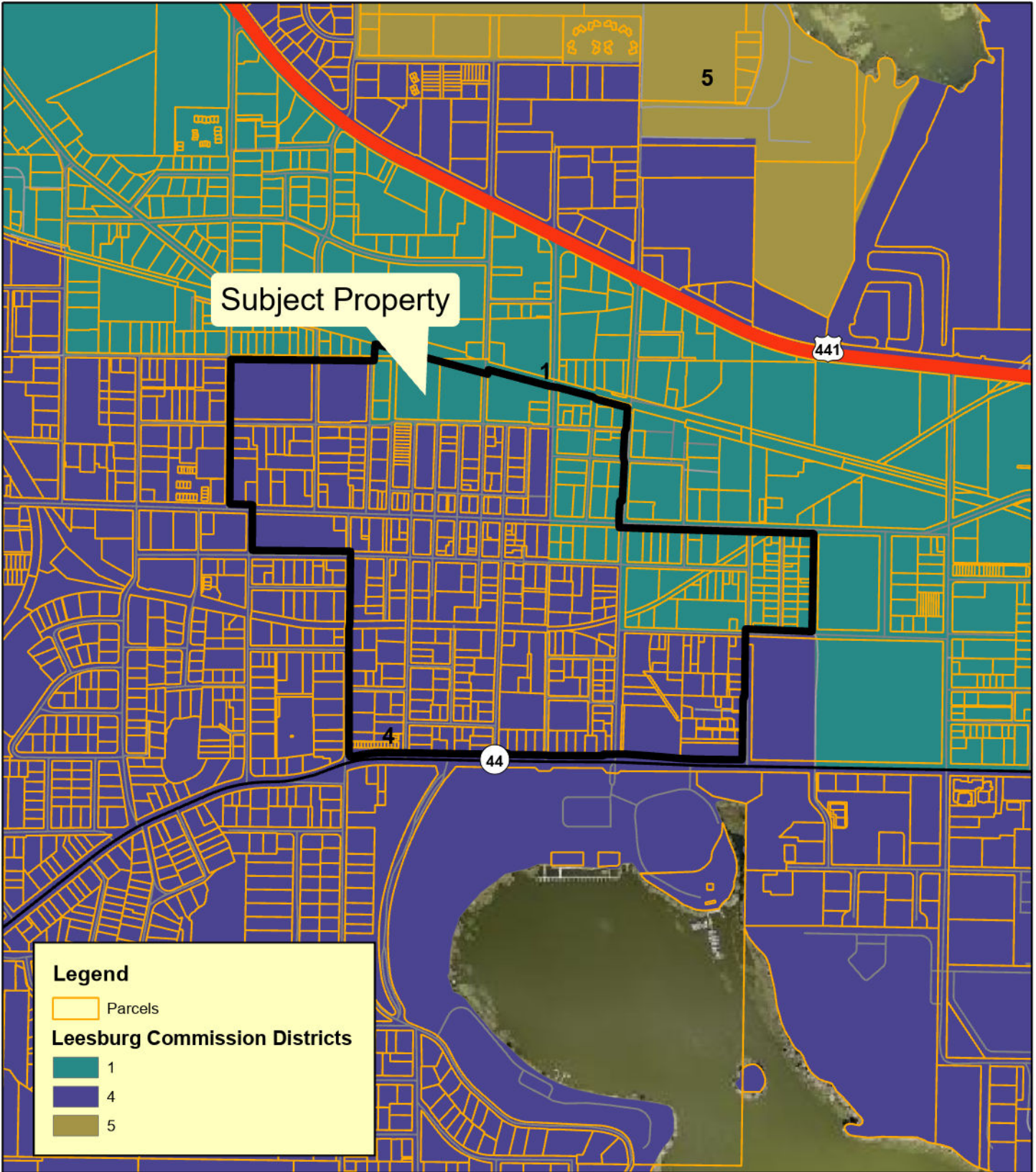


**Planning
& Zoning
Division**

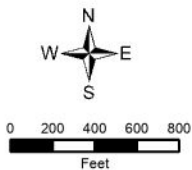


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Commission Districts

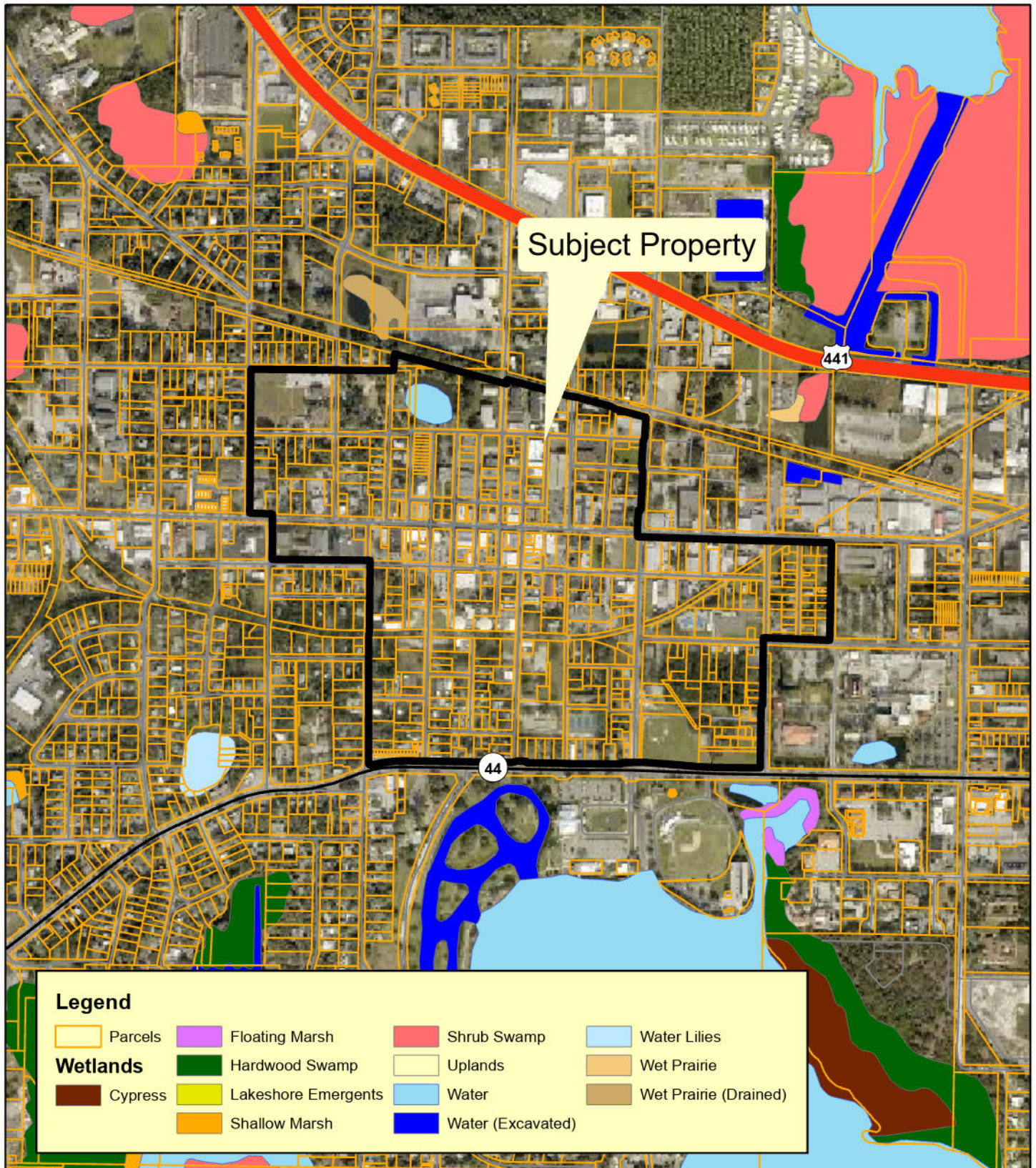


**Planning
& Zoning
Division**

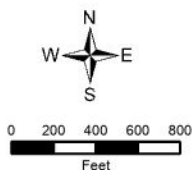


CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

Wetlands



**Planning
& Zoning
Division**



CPTA-24-347; LSCP-24-211
Downtown Mixed-Use Future Land Use Expansion Area
Sections 23, 25, & 26, Township 19 South, Range 24 East
November 27, 2024

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: November 21, 2024

PETITIONER: City of Leesburg

PROJECT: Downtown Mixed-Use Future Land Use Expansion Area

REQUEST: Expand the Downtown Mixed-Use Future Land Use district to create a cohesive, multi-use living experience adjacent to City of Leesburg's walkable downtown.

CASE NO.: LSCP-24-211; CPTA-24-347

GENERAL LOCATION: East of Perkins Street, Euclid Avenue and South 9th Street; north of West Dixie Avenue; West of North and South Canal Street; south of Leesburg Wildwood Trail and West Line Street.

FUTURE LAND USE DESIGNATION: Low Density Residential, Institutional, Recreational, Transitional, and General Commercial.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial; Low Density Residential
South – Transitional; Recreational
East – General Commercial; Institutional
West – Commercial; Residential; Transitional

PROPOSED FUTURE LAND USE DESIGNATION: Downtown Mixed-Use.

FROM: Future Land Use DESIGNATION	TO: Future land Use DESIGNATION	NUMBER OF ACRES
General Commercial	Downtown Mixed-Use	34.29323 +/-
Transitional	Downtown Mixed-Use	9.41032 +/-
Institutional	Downtown Mixed-Use	22.77408 +/-
Recreation	Downtown Mixed-Use	5.78885 +/-
Low Density Residential	Downtown Mixed-Use	32.12876 +/-
Downtown Mixed Use	No Change	27.09377 +/-
	<i>TOTAL:</i>	131.50184 +/-

PROPOSED ZONING DESIGNATION: No change proposed.

EXISTING LAND USE: Residential, Institutional, City Park, Commercial Uses.

SURROUNDING LAND USE:

North – Commercial; Residential
South – Residential; Businesses; Recreational
East – Commercial; Institutional
West – Commercial; Residential; Transitional

PROPOSED LAND USE: Downtown Mixed-Use Future Land Use district expansion to encourage further economic opportunity and citizen engagement in a cohesive, multi-use living experience adjacent to City of Leesburg's walkable downtown, close to linear parks, pocket parks, city parks, personal services shops, retail shops, educational facilities, and many varied eating establishments. This proposal is designed to enhance Leesburg's established core downtown.

<i>Futue Land Use:</i>	<i>Sum of Acres:</i>	<i>Excluded:</i>
DOWNTOWN MIXED USE	27.09377	
GENERAL COMMERCIAL	34.29323	
INSTITUTIONAL	22.77408	
LOW DENSITY RESIDENTIAL	32.12876	
N/A		0.52
RECREATION	5.78885	
RIGHTS-OF-WAY		0.01283
TRANSITIONAL	9.41032	
	<u>131.48901</u>	

The Future Land Use descriptions, below, were excerpted from the 2012 City of Leesburg Comprehensive Plan.

Downtown Mixed-Use:

The Downtown Mixed-Use land use category is established to encourage economic activity, living quarters and local employment opportunities within the historic downtown of Leesburg. This category is established to allow development patterns that are conducive to pedestrian traffic typical of a downtown shopping core. This category permits the highest commercial floor area ratios in the City, and residential development of between eighteen to twenty-five (18-25) units per gross acre. Less pervious surface is also required to encourage mass transit and public parking facilities. Downtown Mixed-Use land uses consist of a variety of retail, convenience, entertainment, personal, business and other professional services, as well as a diversity of housing types and churches. The downtown mixed use land use category is only permitted within the Leesburg Central Business District. There are currently 26 +/- acres of downtown mixed use within the City Limits.

Transitional:

This land use category allows the transition of older residential areas to a combination of residences and restricted professional business services and low intensity commercial uses provided the change is compatible with the surrounding neighborhood and adjacent to a major roadway. This land use designation provides for limited transitional commercial uses in areas impacted by adjacent commercial use and provides for an economic use of property while maintaining their general residential character. There are 95 +/- acres of transitional land located within the City limits.

Low Density Residential (up to 8 units per gross acre):

The low density land use category is intended to encourage design and development of suitable areas for various types of residential dwellings. This land use category is generally located in densely urbanized areas. The maximum density allowed is eight (8) units per acre and requires that infrastructure and public facilities are in place to support the requested density. Some commercial and other non-residential uses may be permitted in the Low Density Residential land use category if the site has Planned Unit Development (PUD) zoning and the uses are compatible with adjacent properties. The types of various units typically permitted within this category include single-family detached housing, manufactured homes and with special approval utilizing the Conditional Use Permit process, duplexes, triplexes, townhouses, condominiums, apartments, and mobile homes. Parks, churches and public schools are also permitted in the low density residential land use category if they are compatible with the surrounding land uses. This land use category also allows the transition of older residential areas to a combination of residences and restricted professional business services if the change is compatible with the surrounding neighborhood and adjacent to a higher capacity roadway. Community support uses (such as, utility sub-stations; fire and police stations; and other similar community facilities) require conditional use approval. There are 2,013 +/- acres of low density residential located within the City limits.

Institutional:

This category includes public structures or lands that are owned, leased, or operated by a government entity, such as civic and community centers, airports, hospitals, libraries, police and fire stations, and government administration buildings. Additionally, the institutional uses include not-for-profit and semi-public uses; such as, churches, institutions, group homes, cemeteries, nursing homes, hospitals,

emergency shelters and other similar uses. Education facilities are included within this category, such as public or private schools (primary or secondary), vocational and technical schools, and colleges and universities, however, educational facilities are also allowed in several other land use categories. The two largest institutional land use concentrations are the Leesburg Municipal Airport and the spray-fields along the Ronald Reagan Turnpike. There many additional sites located surrounding the downtown. There are currently 2,217 +/- acres of institutional within the City Limits.

Recreation:

This land use category includes park and recreation facilities owned by the City. Private parks and golf courses, as well as, recreation facilities located at area schools that are under lease to the City may also be included the Recreation land use category. Open space may be included in the Recreation land use category. Open space includes those areas deemed worthy of preservation; such as, common open spaces in private developments and significant right-of-way buffers along major roadways and drainage systems. The recreational element provides a complete inventory of sites and the facilities provided for these recreation uses. The recreation use category includes lands committed to both active and passive recreational uses. There are currently 303 +/- acres of recreational land within the City Limits.



BUSINESS IMPACT ESTIMATE

Case Caption: Downtown Mixed Use Future Land Use Amendment (LSCP-24-211) and Comprehensive Plan Text Amendment (CPTA-24-347)

An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 131.5 +/- acres from General Commercial, Institutional, Transitional, Recreation, and Low Density Residential to Downtown Mixed-Use, for property generally located East of Perkins Street, Euclid Avenue and South 9th Street; north of West Dixie Avenue; West of North and South Canal Street; south of Leesburg Wildwood Trail and West Line Street., lying in Sections 23, 25, and 26, Township 19 South, Range 24 East, Lake County, Florida.

Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment Business Impact Estimate is provided in accordance with section 166.041(4)(c), Florida Statutes. The city has determined that a business impact estimate is required by state law¹ for the proposed ordinance.

The purpose of the Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment is to expand the Downtown Mixed-Use Future Land Use district to encourage further economic opportunity and citizen engagement in a cohesive, multi-use living experience adjacent to City of Leesburg's walkable downtown, close to linear parks, pocket parks, city parks, personal services shops, retail shops, educational facilities, and many and varied eating establishments. This proposal is designed to enhance Leesburg's established core downtown.

The expansion of the Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment is to allow for greater flexibility of housing types and number of housing units designed in a walkable core downtown to encourage further business opportunities, augment current businesses and increase further business opportunity.

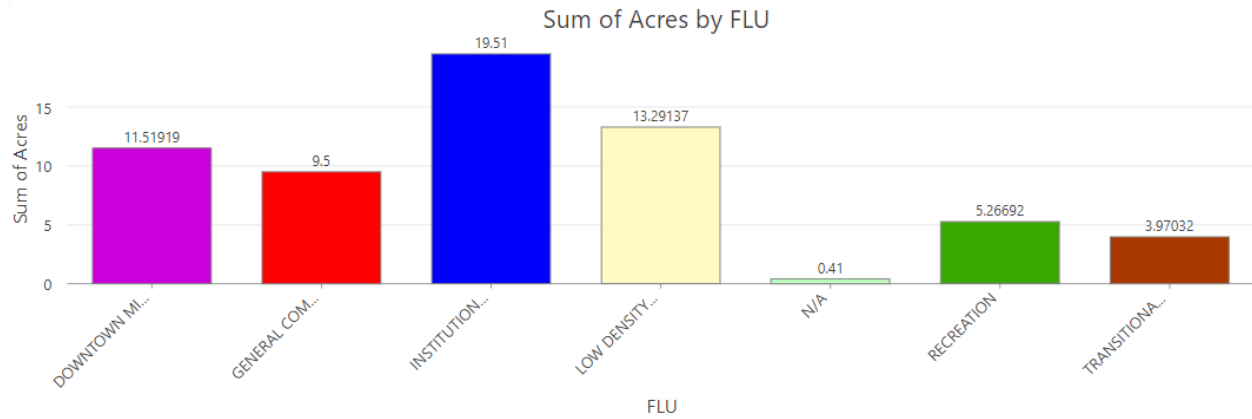
Staff anticipates that increasing greater housing and business opportunity in Leesburg's downtown will generate a net economic gain.

¹ Reference: Florida Statutes, Chapter 166, Section 166.041(4)(c).

Vacant Acreage – 63.47 +/- Acres

Downtown Mixed-Use Future Land Use

Expansion Area





SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, OCTOBER 24TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 24th, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Max VanAllen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, AUGUST 22ND, 2024.

Commissioner Kaplan moved to APPROVE the minutes from the August 22nd, 2024

Seven years, no nays, the Planning Commission postpone case # PUD-24-254 – LEATHERLEAF to the December 19, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT.

NEW BUSINESS

Chairman Sennett called for the first case under new business be brought forward.

1) PUBLIC HEARING CASE # LSCP-24-211 – DOWNTOWN MIXED-USE EXPANSION – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 99 +/- ACRES FROM GENERAL COMMERCIAL, INSTITUTIONAL, TRANSITIONAL, RECREATION, AND LOW DENSITY RESIDENTIAL TO DOWNTOWN MIXED-USE, FOR PROPERTY LOCATED BEGINNING AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF NORTH CANAL STREET AND THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY) THENCE WEST ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY) TO INCLUDE THOSE LAND LYING SOUTH OF THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY); TO THE INTERSECTION OF THE NORTHERN PROJECTION OF THE EASTERN RIGHT-OF-WAY LINE OF ORANGE AVENUE TO ITS INTERSECTION WITH THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY); THENCE SOUTH TO THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST LINE STREET; THENCE WEST TO INCLUDE THOSE LANDS LYING SOUTH OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST LINE STREET TO THE INTERSECTION WITH PERKINS STREET; THENCE SOUTH ALONG THE EASTERN RIGHT-OF-WAY LINE OF PERKINS STREET TO INCLUDE THOSE LANDS LYING EAST OF PERKINS STREET TO THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF PERKINS STREET AND WEST MAIN STREET TO INCLUDE THOSE LANDS LYING NORTH OF THE NORTHERN RIGHT-OF-WAY LINE OF WEST MAIN STREET TO THE INTERSECTION OF EUCLID AVENUE TO INCLUDE THOSE LANDS LYING EAST OF THE EASTERN RIGHT-OF-WAY LINE OF EUCLID AVENUE TO THE INTERSECTION OF SOUTH 9TH STREET; THENCE SOUTH ALONG THE EASTERN RIGHT-OF-WAY LINE OF SOUTH 9TH STREET TO INCLUDE THOSE LANDS LYING EAST OF THE EASTERN RIGHT-OF-WAY LINE OF SOUTH 9TH STREET TO THE SOUTHWEST INTERSECTION WITH WEST DIXIE AVENUE AND SOUTH 9TH STREET; THENCE EAST ALONG THE NORTHERN RIGHT-OF-WAY LINE OF

WEST DIXIE AVENUE TO INCLUDE THOSE LANDS LYING NORTH OF THE NORTHERN RIGHT-OF-WAY LINE OF WEST DIXIE AVENUE TO THE INTERSECTION OF WEST DIXIE AVENUE WITH SOUTH CANAL STREET; THENCE NORTH ALONG THE WESTERN RIGHT-OF-WAY LINE OF SOUTH CANAL STREET AND NORTH CANAL STREET TO THE INTERSECTION OF NORTH CANAL STREET AND THE LEESBURG WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY) TO INCLUDE THOSE LANDS LYING WEST OF NORTH AND SOUTH CANAL STREET; CONTAINING 99 +/- ACRES; AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST; LYING IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 25TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JANUARY 27TH, 2025)** (Downtown Mixed-Use Expansion Area LSCP)

Dan Miller introduced case number #LSCP-24-211 – Downton Mixed Use Expansion – Small Scale Comprehensive Plan Amendment and case number #CPTA-24-347 Comprehensive Plan Text Amendment into the record.

Dan Miller gave a background and explanation of the two amendments, went over the live, work; play concept to the Commission, live component: apartments being constructed; Butler/Chevrolet Bldg., downtown apartments, future proposal, Lee School, residential request; on Zoning, recent discussions; developer, six or eight townhomes, face Magnolia Trail, work component: City Hall; a lot employee's, City buildings downtown; Police/Fire headquarters on Magnolia, several new restaurants; last several years, a variety of different retail and office business, new office Bldg. on 7th & Main, Beacon College, and the re-use of the Tropic Center; a lot of activity in this area, play component: Veterans Memorial Park; upgraded, on Meadow Street, 3 pocket parks on Main Street worked with Beacon College, the Magnolia Trail that runs through downtown and connects to other trails in the city, Venetian Park, Rogers Park, water spray park just outside the district, and the Dabney pool on Pine Street; work together, examples of the full combination of the live/work/ play idea, getting stronger or more vibrant downtown, continue that momentum, by expanding the downtown mixed-use district; core of downtown, create residential, live/work/play spaces, not make huge change immediately; create larger downtown area, houses stay the same, only change one parcel at a time, meet Code and standards.

Kandi Harper, Deputy Director stated to the Commission if you trying to read the district description, just look at the map; covers it pretty well, went over it for weeks, what you will notice; unless we are more specific where we put the lines, not Police, but in order to remain consistent; description of District very specific; north ROW.

Chairman Sennett if the Commission have any question of Staff.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Commissioners' and Dan Miller discussed has the property owners talked to; Dan Miller replied because it's a FLU the City has the right to change that; if it was a Zoning case we would have to notify everybody, but it's not a Zoning case at all, Zoning; remain the same, change the potential future of what could be done, went over Zoning map; downtown mixed-use, mixed-use; changes to map, changes to text; went over text page, current FLU element downtown mixed-use; read into the record, changing words; from living quarters to living spaces, adding wording; read into the record, everything else stays the same, if potential for development; small development; along trial, for townhouses; benefit 6th Street, townhouses; face trail, work downtown; steps away, kinds of opportunities or changes; Staff needs to move forward as the City gets bigger over time; not overnight change, two language changes clarification; Dan Miller went over the language changes; read into the record, for clarification purposes, adjusting regulations; takes time, zoning map; 14th Street to Canal; Dan Miller replied it would go to the Wildwood trail, south and Canal Street; Canal & Hall, roll that all the way to south to Dixie, along Canal, Dixie to 9th Street, go back north, Magnolia, and back up to Euclid & Perkins; square as possible concerns, put Pine Street on there; businesses there too; Dan Miller stated we think that because Pine Street area developing real well; concerned about should we mess with it or not; potential to add, new swimming pool, Cotton Kitchens, other business; Pine Street commercial Zoning; specific zoning, CRA, law suit with CDC, and consent decree.

Dan Miller stated if we change anything here will it negatively impact the consent decree, Commissioner; sits on CDC Board, potential to add Pine Street, language in that, stopping at Canal Street; Dan Miller stated Canal is a big street; find big street, use for border, see the point; happy to talk about it; don't think it will hurt it, concern, consent decree, if everybody in agreement; willing to pass it, immediately get on Pine Street area; compare what's allowed/not allowed, affect/not affect, looks to the advantage of Pine Street area; add it to it, involved in District; a lot flexibility down there, parking wise, if Pine Street area can benefit; let's not hold back; same consideration, what's allowed or whatever the City allows it, City, and hospital were blocking the minorities businesses; up to City, impact are we going extend it or not; Dan Miller stated he can see that; Pine Street commercial; zoning, not sure what it does as far as residential, address it within the month; everybody in agreement, address Pine Street area, joining in doesn't hinder you, provide more opportunities if Pine Street is added; Dan Miller stated the comparison we need to make; okay with consent decree, and then went over FLU map if benefits and doesn't damage, not a problem, point well taken and appreciated; happy to do whatever you need; let's put a date on it; get with Staff to go over everything; workshop outside of here, we not going to approve what's presented now; motion to approve what we received today; come back in November to discuss Pine Street.

Grant Watson, City Attorney asked Dan Miller do you know what the differences as we sit here might be between the Pine Street regulations as they exist compared to what the changes here; whether there's a negiable difference or meaniful difference. Dan Miller replied I know that Pine Street allows various commercial uses; don't know about the residential; happy to take it back and have some more discussion, if needs to be in; not a problem, consent decree, CRA's; in CRA as well.

Grant Watson, City Attorney stated I would think if there is something bringing a positive, more options to the area, more likely to be consistent with the consent decree; than limiting uses and opportunities, as the Chairman suggested come back at the next meeting a take a look at what is allowed in Pine Street compared to the mixed-use classification. Grant Watson, City Attorney stated that's the key and it doesn't sound like on the surface it will provide more opportunities. Grant Watson, City Attorney stated he thinks the Chairman suggestion was good one, basically just look at Pine Street during that meeting, what uses allowed; within this mixed classification, putting some of those into Pine Street; potentially a good thing or causes any harm, short term to see whether or not some opportunities can be expanded again in Pine Street; concern; causing harm, blocking or obstructing opportunity, on the surface probably bring more opportunities, but I don't know how everything that's in there might impact what currently exist; Staff will look over and come back to speak more clearly.

Kandi Harper, Deputy Director stated to Commissioner Marshall that she would like to know what area to encompass; Dixie up to Hall Circle and how far east would you like to go; desire to take in the hospital; downtown mixed-use does include intuitional, but we can stop short of that; Dan Miller stated we don't won't include the hospital, you have some historic structures on Mike Street, new businesses on Pine Street, Betty Stevenson Coney Center; if beneficial, no issue, have an activity area going well; don't won't to mess with it.

Chairman Sennett stated if the Commission have any questions of the Staff or if anyone in the Public would like to speak on the case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the first case.

Commissioner Marshall made a motion to APPROVE case # LSCP-24-211 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street from Rambo for the November 21, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Carter Yes

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission approved case # LSCP-24-211 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street to Rambo for the November 21, 2024 Planning Commission meeting – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # CPTA-24-347 – DOWNTOWN MIXED-USE EXPANSION – COMPREHENSIVE PLAN TEXT AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT, GOAL 1, OBJECTIVE 1.1, ITEM H. “DOWNTOWN MIXED USE,” TO ALLOW THE EXPANSION OF THE EXISTING DOWNTOWN MIXED USE FUTURE LAND USE DESIGNATION, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 25TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JANUARY 27TH, 2025)** (Downtown Mixed-Use Expansion Area CPTA)

Chairman Sennett called for a vote on the second case.

Commissioner Marshall made a motion to APPROVE case # CPTA-24-347 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street from Rambo for the November 21, 2024 Planning Commission meeting – COMPREHENSIVE PLAN TEXT AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved case # CPTA-24-347 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street to

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: December 9, 2024

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City's Comprehensive Plan Future Land Use Element, Goal 1, Objective 1.1, Item h. "Downtown mixed use," to allow the expansion of the existing Downtown Mixed Use Future Land Use designation, providing for conflicts, severability, and an effective date. (Downtown Mixed-Use Expansion Area CPTA).

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for a Comprehensive Plan Text Amendment.

Analysis:

The purpose of the Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment is to expand the Downtown Mixed-Use Future Land Use district to encourage further economic opportunity and citizen engagement in a cohesive, multi-use living experience adjacent to City of Leesburg's walkable downtown, close to linear parks, pocket parks, city parks, personal services shops, retail shops, educational facilities, and many and varied eating establishments. This proposal is designed to expand and enhance Leesburg's established core downtown.

The expansion of the Downtown Mixed Use Future Land Use Amendment and Comprehensive Plan Text Amendment is to allow for greater flexibility of housing types and number of housing units designed in a walkable core downtown to encourage further business opportunities, augment current businesses, and increase further business opportunity.

The Planning Commission held a public hearing on the application on October 24, 2024, and recommended approval of the LSCP with further discussion at the November 21, 2024, regularly scheduled meeting, and recommended approval with no further comments on the CPTA. The application was heard at the Planning Commission public hearing on November 21, 2024, as a discussion item to further expand the Downtown Mixed Use Future Land Use designation east to the general area of Rambo Street.

Procurement Analysis:

N/A

Options:

1. Approve the requested Comprehensive Plan Text Amendment, amending Future Land Use Element, Goal 1, Objective 1.1, Item h. "Downtown mixed use" to allow the expansion of the existing Downtown Mixed Use Future Land Use designation. This would allow new development within the subject area and future expansion of the subject area, if compatible with the existing downtown fabric; or
2. Disapprove the requested Comprehensive Plan Text Amendment and leave the existing language in Future Land Use Element, Goal 1, Objective 1.1, Item h. "Downtown mixed use.";
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT, GOAL 1, OBJECTIVE 1.1, ITEM H. "DOWNTOWN MIXED USE," TO ALLOW THE EXPANSION OF THE EXISTING DOWNTOWN MIXED USE FUTURE LAND USE DESIGNATION, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (DOWNTOWN MIXED-USE EXPANSION AREA CPTA).

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1

Based upon the petition of City of Leesburg, Petitioner, "Permittee" which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the City of Leesburg Comprehensive Plan and Future Land Use Element shall be amended as attached and incorporated as Exhibits A and B of this Ordinance, and transmitted to the Florida Department of Commerce for review.

Existing Language and Proposed Language

(See Exhibits A & B);

Section 2.

In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section 3.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 4.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Downtown Mixed Use Expansion

Case #: CPTA-24-347

Proposed Changes to Future Land Use Element, Goal 1, Objective 1.1, h. Downtown Mixed-Use
October 24, 2024

EXHIBIT A - EXISTING:

Future Land Use Element, Goal 1, Objective 1.1:

h. Downtown Mixed-Use

The Downtown Mixed Use land use category is established to encourage economic activity, living quarters and local employment opportunities within the historic downtown of Leesburg. Downtown Mixed-Use land uses consist of a variety of retail, convenience, entertainment, personal, business and other professional services, as well as a diversity of housing types and churches. The downtown mixed use land use category is only permitted within the Leesburg Central Business District. Maximum gross residential density is 25 units per acre. Development in this category shall be limited to the following three land use categories:

A. Commercial, office, retail sales and service, restaurants

B. Residential townhomes/villas, apartments/condominiums, multi-family residential, single family residential. Residential dwellings shall be permitted above commercial, office or civic uses or attached to a commercial, office or civic building.

C. Government, civic, institutional, places of worship, or recreational.

The balance of uses within a proposed downtown development site will be determined based on historic development patterns of the downtown and in negotiations with the Planning and Zoning Director or designated staff.

EXHIBIT B - PROPOSED LANGUAGE:

Future Land Use Element, Goal 1, Objective 1.1:

g. Downtown Mixed-Use

The Downtown Mixed Use land use category is established to encourage economic activity, living ~~quarters~~ spaces, and local employment opportunities within the historic downtown of Leesburg. Downtown Mixed-Use land uses consist of a variety of retail, convenience, entertainment, personal, business and other professional services, as well as a diversity of housing types and churches. The downtown mixed use land use category is ~~only~~ permitted within the Leesburg Central Business District, and vicinity, provided the change is compatible with the existing downtown fabric. Maximum gross residential density is 25 units/ per acre. Development in this category shall be limited to the following three land use categories:

A. Commercial, office, retail sales and service, restaurants

B. Residential townhomes/villas, apartments/condominiums, multi-family residential, single family residential. Residential dwellings shall be permitted above commercial, office or civic uses or attached to a commercial, office or civic building.

C. Government, civic, institutional, places of worship, or recreational.

The balance of uses within a proposed downtown development site will be determined based on historic development patterns of the downtown and in negotiations with the Planning and Zoning Director or designated staff.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, OCTOBER 24TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 24th, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Max VanAllen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, AUGUST 22ND, 2024.

Commissioner Kaplan moved to APPROVE the minutes from the August 22nd, 2024

Seven years, no nays, the Planning Commission postpone case # PUD-24-254 – LEATHERLEAF to the December 19, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT.

NEW BUSINESS

Chairman Sennett called for the first case under new business be brought forward.

1) PUBLIC HEARING CASE # LSCP-24-211 – DOWNTOWN MIXED-USE EXPANSION – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 99 +/- ACRES FROM GENERAL COMMERCIAL, INSTITUTIONAL, TRANSITIONAL, RECREATION, AND LOW DENSITY RESIDENTIAL TO DOWNTOWN MIXED-USE, FOR PROPERTY LOCATED BEGINNING AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF NORTH CANAL STREET AND THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY) THENCE WEST ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY) TO INCLUDE THOSE LAND LYING SOUTH OF THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY); TO THE INTERSECTION OF THE NORTHERN PROJECTION OF THE EASTERN RIGHT-OF-WAY LINE OF ORANGE AVENUE TO ITS INTERSECTION WITH THE SOUTHERN RIGHT-OF-WAY LINE OF THE LEESBURG-WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY); THENCE SOUTH TO THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST LINE STREET; THENCE WEST TO INCLUDE THOSE LANDS LYING SOUTH OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST LINE STREET TO THE INTERSECTION WITH PERKINS STREET; THENCE SOUTH ALONG THE EASTERN RIGHT-OF-WAY LINE OF PERKINS STREET TO INCLUDE THOSE LANDS LYING EAST OF PERKINS STREET TO THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF PERKINS STREET AND WEST MAIN STREET TO INCLUDE THOSE LANDS LYING NORTH OF THE NORTHERN RIGHT-OF-WAY LINE OF WEST MAIN STREET TO THE INTERSECTION OF EUCLID AVENUE TO INCLUDE THOSE LANDS LYING EAST OF THE EASTERN RIGHT-OF-WAY LINE OF EUCLID AVENUE TO THE INTERSECTION OF SOUTH 9TH STREET; THENCE SOUTH ALONG THE EASTERN RIGHT-OF-WAY LINE OF SOUTH 9TH STREET TO INCLUDE THOSE LANDS LYING EAST OF THE EASTERN RIGHT-OF-WAY LINE OF SOUTH 9TH STREET TO THE SOUTHWEST INTERSECTION WITH WEST DIXIE AVENUE AND SOUTH 9TH STREET; THENCE EAST ALONG THE NORTHERN RIGHT-OF-WAY LINE OF

WEST DIXIE AVENUE TO INCLUDE THOSE LANDS LYING NORTH OF THE NORTHERN RIGHT-OF-WAY LINE OF WEST DIXIE AVENUE TO THE INTERSECTION OF WEST DIXIE AVENUE WITH SOUTH CANAL STREET; THENCE NORTH ALONG THE WESTERN RIGHT-OF-WAY LINE OF SOUTH CANAL STREET AND NORTH CANAL STREET TO THE INTERSECTION OF NORTH CANAL STREET AND THE LEESBURG WILDWOOD TRAIL (FORMER RAIL ROAD RIGHT-OF-WAY) TO INCLUDE THOSE LANDS LYING WEST OF NORTH AND SOUTH CANAL STREET; CONTAINING 99 +/- ACRES; AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST; LYING IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 25TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JANUARY 27TH, 2025)** (Downtown Mixed-Use Expansion Area LSCP)

Dan Miller introduced case number #LSCP-24-211 – Downton Mixed Use Expansion – Small Scale Comprehensive Plan Amendment and case number #CPTA-24-347 Comprehensive Plan Text Amendment into the record.

Dan Miller gave a background and explanation of the two amendments, went over the live, work; play concept to the Commission, live component: apartments being constructed; Butler/Chevrolet Bldg., downtown apartments, future proposal, Lee School, residential request; on Zoning, recent discussions; developer, six or eight townhomes, face Magnolia Trail, work component: City Hall; a lot employee's, City buildings downtown; Police/Fire headquarters on Magnolia, several new restaurants; last several years, a variety of different retail and office business, new office Bldg. on 7th & Main, Beacon College, and the re-use of the Tropic Center; a lot of activity in this area, play component: Veterans Memorial Park; upgraded, on Meadow Street, 3 pocket parks on Main Street worked with Beacon College, the Magnolia Trail that runs through downtown and connects to other trails in the city, Venetian Park, Rogers Park, water spray park just outside the district, and the Dabney pool on Pine Street; work together, examples of the full combination of the live/work/ play idea, getting stronger or more vibrant downtown, continue that momentum, by expanding the downtown mixed-use district; core of downtown, create residential, live/work/play spaces, not make huge change immediately; create larger downtown area, houses stay the same, only change one parcel at a time, meet Code and standards.

Kandi Harper, Deputy Director stated to the Commission if you trying to read the district description, just look at the map; covers it pretty well, went over it for weeks, what you will notice; unless we are more specific where we put the lines, not Police, but in order to remain consistent; description of District very specific; north ROW.

Chairman Sennett if the Commission have any question of Staff.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Commissioners' and Dan Miller discussed has the property owners talked to; Dan Miller replied because it's a FLU the City has the right to change that; if it was a Zoning case we would have to notify everybody, but it's not a Zoning case at all, Zoning; remain the same, change the potential future of what could be done, went over Zoning map; downtown mixed-use, mixed-use; changes to map, changes to text; went over text page, current FLU element downtown mixed-use; read into the record, changing words; from living quarters to living spaces, adding wording; read into the record, everything else stays the same, if potential for development; small development; along trial, for townhouses; benefit 6th Street, townhouses; face trail, work downtown; steps away, kinds of opportunities or changes; Staff needs to move forward as the City gets bigger over time; not overnight change, two language changes clarification; Dan Miller went over the language changes; read into the record, for clarification purposes, adjusting regulations; takes time, zoning map; 14th Street to Canal; Dan Miller replied it would go to the Wildwood trail, south and Canal Street; Canal & Hall, roll that all the way to south to Dixie, along Canal, Dixie to 9th Street, go back north, Magnolia, and back up to Euclid & Perkins; square as possible concerns, put Pine Street on there; businesses there too; Dan Miller stated we think that because Pine Street area developing real well; concerned about should we mess with it or not; potential to add, new swimming pool, Cotton Kitchens, other business; Pine Street commercial Zoning; specific zoning, CRA, law suit with CDC, and consent decree.

Dan Miller stated if we change anything here will it negatively impact the consent decree, Commissioner; sits on CDC Board, potential to add Pine Street, language in that, stopping at Canal Street; Dan Miller stated Canal is a big street; find big street, use for border, see the point; happy to talk about it; don't think it will hurt it, concern, consent decree, if everybody in agreement; willing to pass it, immediately get on Pine Street area; compare what's allowed/not allowed, affect/not affect, looks to the advantage of Pine Street area; add it to it, involved in District; a lot flexibility down there, parking wise, if Pine Street area can benefit; let's not hold back; same consideration, what's allowed or whatever the City allows it, City, and hospital were blocking the minorities businesses; up to City, impact are we going extend it or not; Dan Miller stated he can see that; Pine Street commercial; zoning, not sure what it does as far as residential, address it within the month; everybody in agreement, address Pine Street area, joining in doesn't hinder you, provide more opportunities if Pine Street is added; Dan Miller stated the comparison we need to make; okay with consent decree, and then went over FLU map if benefits and doesn't damage, not a problem, point well taken and appreciated; happy to do whatever you need; let's put a date on it; get with Staff to go over everything; workshop outside of here, we not going to approve what's presented now; motion to approve what we received today; come back in November to discuss Pine Street.

Grant Watson, City Attorney asked Dan Miller do you know what the differences as we sit here might be between the Pine Street regulations as they exist compared to what the changes here; whether there's a negiable difference or meaniful difference. Dan Miller replied I know that Pine Street allows various commercial uses; don't know about the residential; happy to take it back and have some more discussion, if needs to be in; not a problem, consent decree, CRA's; in CRA as well.

Grant Watson, City Attorney stated I would think if there is something bringing a positive, more options to the area, more likely to be consistent with the consent decree; than limiting uses and opportunities, as the Chairman suggested come back at the next meeting a take a look at what is allowed in Pine Street compared to the mixed-use classification. Grant Watson, City Attorney stated that's the key and it doesn't sound like on the surface it will provide more opportunities. Grant Watson, City Attorney stated he thinks the Chairman suggestion was good one, basically just look at Pine Street during that meeting, what uses allowed; within this mixed classification, putting some of those into Pine Street; potentially a good thing or causes any harm, short term to see whether or not some opportunities can be expanded again in Pine Street; concern; causing harm, blocking or obstructing opportunity, on the surface probably bring more opportunities, but I don't know how everything that's in there might impact what currently exist; Staff will look over and come back to speak more clearly.

Kandi Harper, Deputy Director stated to Commissioner Marshall that she would like to know what area to encompass; Dixie up to Hall Circle and how far east would you like to go; desire to take in the hospital; downtown mixed-use does include intuitional, but we can stop short of that; Dan Miller stated we don't won't include the hospital, you have some historic structures on Mike Street, new businesses on Pine Street, Betty Stevenson Coney Center; if beneficial, no issue, have an activity area going well; don't won't to mess with it.

Chairman Sennett stated if the Commission have any questions of the Staff or if anyone in the Public would like to speak on the case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the first case.

Commissioner Marshall made a motion to APPROVE case # LSCP-24-211 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street from Rambo for the November 21, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Carter Yes

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission approved case # LSCP-24-211 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street to Rambo for the November 21, 2024 Planning Commission meeting – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # CPTA-24-347 – DOWNTOWN MIXED-USE EXPANSION – COMPREHENSIVE PLAN TEXT AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT, GOAL 1, OBJECTIVE 1.1, ITEM H. “DOWNTOWN MIXED USE,” TO ALLOW THE EXPANSION OF THE EXISTING DOWNTOWN MIXED USE FUTURE LAND USE DESIGNATION, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 25TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JANUARY 27TH, 2025)** (Downtown Mixed-Use Expansion Area CPTA)

Chairman Sennett called for a vote on the second case.

Commissioner Marshall made a motion to APPROVE case # CPTA-24-347 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street from Rambo for the November 21, 2024 Planning Commission meeting – COMPREHENSIVE PLAN TEXT AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved case # CPTA-24-347 – DOWNTOWN MIXED-USE EXPANSION with adding expanding Pine Street to

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: December 9, 2024

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida requesting approval to proceed with the special event permitting process for the Shamrockin' Fest event on March 14-15, 2025; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the event if the event organizer has the support of the downtown businesses that will be affected by the street closure.

Analysis:

Recreation staff received the attached special event application, site plan, and action plan for a Shamrockin Fest event by Brian Gamble and the Firefighter Charity Alliance of Lake County. Due to the anticipated size of the event and multiple-day street closures including Main street and 5th/6th streets, staff felt it appropriate to request permission to work with the event organizer through the special event committee to process the application and permit to host the event. If approved, the event organizer will continue the special event permit process as described in Sec 26 Special Events of the City of Leesburg Municipal Code. The multi-day event is expected to draw approximately 1,000 people per day. Closure of Main Street from 5th to 9th, Market Street from 4th to 7th and 5th and 6th streets will commence on Thursday night at 10:00 p.m. and re-open Sunday at 3:00 a.m. The customer service payment window on 5th Street will remain open until EOB Friday the 14th. The event also includes a parade on Friday, March 14th with staging beginning at 10:00 a.m. on Magnolia Street with the parade commencing at 12:00 p.m. and proceeding from Canal to 9th Street, which will include further road closures during that timeframe.

The event organizer describes the event as a family-friendly festival with an Irish theme. The festival is a Florida BBQ Association sanctioned BBQ State Championship Competition site for teams around the state to compete, along with a beer garden and tastings for the general public. The event organizer hosted this event successfully last year in the same location, and has also previously hosted the event at Gator Harley-Davidson each year since 2013. The current estimated cost for staff hours including setup/tear down assistance, stage usage, Leesburg Police Officers, etc. is \$6,242.34. Mr. Gamble understands that this is an estimate and the final cost and invoice will be tabulated and provided to him after the completion of the event. This amount does not include the cost for general cleanup post event. The event organizer will be responsible for hiring a professional cleaning company to clean the venue area.

Procurement Analysis:

N/A

Options:

1. Approve Recreation staff to continue to process the special event application through the special event committee, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The estimate staff time to be paid by the event organizer is \$6,242.34.

Account No. 001-0000-347-2700

WF No. WF1543532

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA REQUESTING APPROVAL TO PROCEED WITH THE SPECIAL
EVENT PERMITTING PROCESS FOR THE SHAMROCKIN' FEST EVENT
ON MARCH 14-15, 2025; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Firefighter Charity Alliance of Lake County, whose address is 734 N. Third Street Suite 153, Leesburg, Florida 34748, to proceed with planning the Shamrockin Fest through the completion of the special event process.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of December 2024.

Mayor

ATTEST:

City Clerk



SPE 25-12

3/14/25-3/15/25

Please complete all information
Please complete every space, write N/A in spaces that do not pertain to your event
Incomplete applications will not be processed

Return application to: Leesburg Recreational Complex
1851 Griffin Road, Leesburg, FL 34748
City Contact: Special Events Coordinator - (352) 728-9885
Email: Recreation.Dept@leesburgflorida.gov

Section 4 – Applicant/Event Information

Name of Event:		Shamrockin' Fest					
Name of Event Organizer:		Brian Gamble					
Location of Event/Street Address:		500 Main St. Leesburg, FL 34748					
Date(s) of Event(s): 3/14/25 3/15/25		Event Start/End Times: 0700 - 2300		Set-up Date and Time: 03/12 3/13 C		Clean-up Date & Time: 03/16/25 0100	
Event Organizer Address:		2880 David Walker Dr. Ste. 166					
City:	Eustis	State:	FL	Zip:	32726		
Phone #1:	352-388-5055		Phone #2:				
On-Site Manager Phone #:	352-267-4580		E-mail Address:	brian@firefightercharityCF.org			
Website:	shamrockinfest.com		D.L. #/State:	G514073721770			
Corporation/Organization Name or D.B.A.:		Firefighter Charity of Central Florida					
State of Incorporation:	Florida	Tax ID #:	45-2491681	Sales Tax #:	85-8015737876C-5		
Business Street Address:		734 N Third St. Leesburg, FL 34748					
Mailing Address (if different from above):		2880 David Walker Dr. Ste. 166					
City:	Eustis	State:	FL	Zip:	32726		
Current City of Leesburg Business License #:							
Briefly Describe Event: 2 day food festival with live music, vendors, and events to entertain the family. It is a fundraiser to help support our LOCAL community outreach programs							
Has this event been held at another location? *If yes, when/where? Downtown Leesburg 2024				x	Yes		No
Has the applicant/organization ever had a liquor license or event permit denied, revoked, or suspended? If yes, explain:					Yes	x	No
Expected daily attendance:		750		Peak attendance:		750	

Are you requesting permission to close city streets for the event? *If yes, complete attachment #1 street closure form		☒	Yes	☐	No
If event is a parade, demonstration, or expressive activity? Estimate the number of units in each of the following categories:	Bands 1	Floats: 10	Cars: 20	Marching Units: 2	Other:
Time and Location of parade, demonstration, or expressive activity staging: 3/14/25 1800 Magnolia	Time and Location of parade, demonstration, or expressive activity commencement: 3/14/25 20:00 Main St		Time and location of disbanding following parade, demonstration, or expressive activity: 3/14/25 21:00 Magnolia		
Will there be sound amplified music or entertainment? *If yes what type? Yes live bands			☒	Yes	No
Will a stage(s) be used for the event? *If yes, how many? 1	Yes ☒ No ☐	*If yes, are you requesting the use of the City stage? Yes ☒ No ☐	Will sound checks be conducted prior to event? *If yes what time? 16:00	Yes ☒ No ☐	
Please describe sound equipment that will be used for your event: Standard band equipment with drums and guitars					

Will there be any of the following:				
Admission Charge *If yes, how much?		Yes	☒	No
Inflatable, climbing walls, game tables, kid activities, hot air balloons, Carnival Rides, Amusements or similar devices?		Yes	☒	No
Fireworks, rockets, or other pyrotechnics?		Yes	☒	No
Main Street/MLK Blvd, overhead banners? (If yes, complete attachment #4)	☒	Yes		No
Signs, banners, decorations, special lighting?	☒	Yes		No
Items sold?	☒	Yes		No
First Aid Locations?		Yes	☒	No
Portable Toilets?	☒	Yes		No
Spotlights?	☒	Yes		No
Open flames or cooking?	☒	Yes		No
Temporary fencing?	☒	Yes		No
Tents or Canopies? (If yes, See attachment #3 for tent permit regulations and application procedures)	☒	Yes		No
Will you need water hook-ups?	☒	Yes		No
Electrical Services or Generators? (Provided by Event Organizer)	☒	Yes		No
Utilization of existing electricity at your location?	☒	Yes		No
Temporary electric service? (Metering and fees apply)		Yes		No
Will there be contracted concessionaires? **If yes, how/where will waste water, fats, oils, or grease be disposed? If using a contracted handler please note name, address, & phone number.		Yes	☒	No
If you answered yes to any of the above questions, please describe: We would like to do the street banners again, we have swag to sell, we will provide portapotties again, spotlights are to light the streets at night for safety, most teams will have tents and smoke meats but follow all fire codes, tents for vendors, water to the teams and power to teams & vendors				

Section 5 – Site Plan

****IMPORTANT** See Rules and Regulations #1 - A site plan MUST be included with application.**

Closure of Public Access Areas – Traffic Control Plan indicating vehicle/pedestrian traffic control, detour routes and directional signs, as well as the time period of the closure, must be submitted for the proposed closure of any streets, sidewalks, alleys, right-of-ways, parking lots or any other public access area. ***Applicant must complete Attachment #1 – Street Closure Form** to close any City streets.

Note: If possible, please submit all plans on 8 1/2" by 11 " paper. Please utilize Google Maps or equivalent mapping program for site plan. The site plan must show all street names around location.

Section 6 – Security

Responsible person at event (Name and Phone Number): **Brian Gamble 352-267-4580**

Describe plans for security, crowd control, and traffic control: (LPD must be primary provider of personal safety and property security). The Leesburg Chief of Police or his/her designee must approve all outside security.

We plan to hire LPD again for safety

List specific law enforcement needs: include any issues or concerns: (money being collected, alcoholic beverage sales, special escorts, etc.)
none

Will you be requesting off-duty Leesburg police officers? (Cost associated) (*If yes, complete attachment #5) Event organizer is responsible for officer expense. Event organizer will be billed at the current CBA rate for officers.	X	Yes		No
--	---	-----	--	----

After reviewing the permit application, the City may **require** the use of increased security or off-duty officers

Section 7 – Alcohol

Are you requesting to sell or give away alcohol? If yes, please describe in detail your plans for alcohol beverage control including controls for access to alcohol for underage attendees. (Use extra page if needed)	X	Yes		No
--	---	-----	--	----

Will those drinking be separated from those not drinking?		Yes	x	No
---	--	-----	---	----

If you answered "Yes" to any of the above, a liquor license is required. Which type of license will be used for the event?

Extension of Premises (attach copy of State of Florida application)	
---	--

Special Events (attach a copy of State of Florida application)	X
--	---

If applying for a Special Event Liquor License, the following must be provided:

Charity or Organization's Name	Firefighter Charity Alliance of Lake County
--------------------------------	---

501(c) (3) # (if applicable)	85-8015737876C-5
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A letter from the charity or organization agreeing to participate as the agent for the special event liquor license is required and must accompany the original event application.

Name of Contact at Charity or Organization	Brian Gamble	Phone	352-267-4580
--	--------------	-------	--------------

On-Site Agent Responsible for Liquor	Brian Gamble	Phone	352-267-4580
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Is event within 500' of a church, town park, or school property line?		Yes	x	No
---	--	-----	---	----

A site plan showing locations of alcohol service areas, type and height of fencing, and security check areas must be provided and correspond to the description of the controls above.

Section 8 – Insurance

Copies of all certificates of insurance required must be attached and must show the name of the event and dates of the coverage prior to the issuance of the event permit. Please have your insurance company FAX or email the certificate to the attention of the Recreation Department - (352)326-6625 or Recreation.Dept@leesburgflorida.gov at least 30 days prior to the event date.

The Applicant shall purchase and maintain Comprehensive General Liability and Liquor Liability insurances with minimum limits for each coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate. Liquor liability insurance coverage may be provided in the form of an endorsement to the Comprehensive General Liability policy. Applicant's insurance shall remain in full force from the event setup through event cleanup. Applicant must provide written proof of the required insurance coverages to the City in a form acceptable to the City prior to the issuance of the event permit. The CITY OF LEESBURG 501 W. Meadow St. Leesburg, FL 34748 must be named as an additional insured to the extent of the agreement, contract or lease.

Automobile Liability Insurance Certificate of insurance with a minimum of **\$500,000** coverage per occurrence is required if automobiles or any other licensed motor vehicles are used as part of the event.

Section 9 – Fees & Cost Recovery

Application fees are due at the time of application submission. The remainder of any and all other fees will be invoiced following the conclusion of the proposed event.

	9.12.24
Applicant's Signature	Date

Section 10 – Indemnification

Applicant/Permittee agrees to indemnify and hold harmless the City of Leesburg and its agencies representatives, employees and officers from and against any and all claims, liabilities, damages or judgments, caused by or arising out of (a) dealings between the Applicant/Permittee and third parties, (b) the issuance of this permit, and (c) the City's approval of security provisions regarding Applicant's proposed event for which this application is being prepared. This indemnification includes the costs of litigation and counsel fees.

Applicant/Permittee agrees, at its own expense, to defend all of the persons to whom this covenant extends against any such claim. The Applicant/Permittee shall have full control of the defense of any litigation and may settle, compromise or adjust the same, provided, however, that the City, on relieving the Applicant/Permittee in writing of indemnification, shall have the right, if it so elects, to conduct any such litigation at its own expense by its own counsel.

	9.12.24
Applicant's Signature	Date

Section 11 – Certification

I have read and understand all of the attached policies and will abide by all policies, rules, regulations, and conditions of use as written. This permit is not transferable to any other individual or group.

	9.12.24
Applicant's Signature	Date

Submission and acceptance of this application is not to be construed as an approval of your request for a permit. If any information provided in this application is false or if the applicant does not comply with timeframes, deadlines, and requirements the permit may be denied. It is unlawful to conduct, stage, or promote a special event without a permit or make a false statement on the application.



The following items may be available through the City. Please indicate if you are requesting the use of any of the listed items. Additional cost is associated with the use of each item. The items in the following table are available only on request and are not guaranteed to be available for each event until approved by the appropriate City Department. Cost does not include personnel costs. Personnel costs are tabulated and invoiced at the conclusion of the event.

Item	Quantity	Notes
☒ Event Trailer (30 Tables, 130 Chairs)	30/130	
☒ Showmobile (Stage) (20x24)	1	
☒ Traffic Control Barricades	16	
☒ Crowd Control Barricades	50	
☐ Bleachers (Max of 2)		
☒ Light Tower (Max of 2)	2	
☐ Roll Out – 95 Gallon		
☒ Dumpster	1	
☐ Recycling Container		
☐ Other Item(s)		



Attachment #1 – Street Closure Form

Complete this form only if requesting street closures
Please complete every space, write N/A in spaces that do not pertain to your event
Incomplete forms will not be processed

This form is to request a street closure for an applied for, or permitted, special event. This form, the special event application, and site plan that indicates all street closures, traffic pattern adjustments, and parking must be submitted to the special events coordinator for review by the City of Leesburg Special Events Committee.

Street Closure Guidelines

- 1) The special event organizer must notify affected citizens of the closure by door hanger or other direct contact a minimum of 5 days prior to closure. Affected citizens include, but are not limited to:
 - a) Residents and businesses that reside or operate on the street being closed, from the nearest intersection either direction of closure.
 - b) Any business that receives stock deliveries solely from the direction of the closure. Any other special conditions imposed by the special event committee.
- 2) The special event organizer must notify emergency services of the location and duration of the closure. The emergency services that must be contacted are:
 - a) Leesburg Police Department, Leesburg Fire Department, Lake County EMS, Lake County School Transportation, and Lake County Transit

Name of Event: <i>SHAMROCKIN' FEST</i>	
Location of Street Closure (Also must be indicated on site plan): <i>MAIN ST. FROM 4TH TO ORANGE</i>	
Duration of Street Closure: <i>MARCH 13 10PM to</i>	<i>MARCH 16TH 0200</i>
As stated, the event organizer must notify each of the following departments/organizations of the street closure. The event organizer must indicate the name and date of the personnel contacted.	
Department & Phone Number	Name and date of personnel contacted:
Leesburg Police Department – (352) 787-2121	
Leesburg Fire Department - (352) 728-9780	
Lake County EMS – (352) 383-1200	
Lake County School Transportation – (352) 728-2561	
Lake County Public Transit – (352) 360-6618	

Street closures may be revoked at any time without notification if considered necessary for public safety by emergency services.

Applicant's Signature: <i>[Handwritten Signature]</i>	Date: <i>9/13/24</i>
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Attachment #1 – Street Closure Form

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Please complete every space, write N/A in spaces that do not pertain to your event
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 - b) Any business that receives stock deliveries solely from the direction of the closure. Any other special conditions imposed by the special event committee.
- 2) The special event organizer must notify emergency services of the location and duration of the closure. The emergency services that must be contacted are:
 - a) Leesburg Police Department, Leesburg Fire Department, Lake County EMS, Lake County School Transportation, and Lake County Transit

Name of Event: SHAMROCKIN' FEST	
Location of Street Closure (Also must be indicated on site plan): 5TH FROM MAIN TO MARKET	
Duration of Street Closure: MARCH 12TH 5PM TO	MARCH 16TH 0200
As stated, the event organizer must notify each of the following departments/organizations of the street closure. The event organizer must indicate the name and date of the personnel contacted.	
Department & Phone Number	Name and date of personnel contacted:
Leesburg Police Department – (352) 787-2121	
Leesburg Fire Department - (352) 728-9780	
Lake County EMS – (352) 383-1200	
Lake County School Transportation – (352) 728-2561	
Lake County Public Transit – (352) 360-6618	

Street closures may be revoked at any time without notification if considered necessary for public safety by emergency services.

Applicant's Signature:	Date: 9/13/24
------------------------	----------------------



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Complete this form only if requesting street closures
Please complete every space, write N/A in spaces that do not pertain to your event
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Street Closure Guidelines

- 1) The special event organizer must notify affected citizens of the closure by door hanger or other direct contact a minimum of 5 days prior to closure. Affected citizens include, but are not limited to:
 - a) Residents and businesses that reside or operate on the street being closed, from the nearest intersection either direction of closure.
 - b) Any business that receives stock deliveries solely from the direction of the closure. Any other special conditions imposed by the special event committee.
- 2) The special event organizer must notify emergency services of the location and duration of the closure. The emergency services that must be contacted are:
 - a) Leesburg Police Department, Leesburg Fire Department, Lake County EMS, Lake County School Transportation, and Lake County Transit

Name of Event: <i>SHAMROCKIN' FEST</i>	
Location of Street Closure (Also must be indicated on site plan): <i>60TH STREET FROM MAGNOLIA TO MEADOW</i> <i>ORANGE AVE FROM MAIN TO MEADOW</i>	<i>S. 5TH STREET FROM MAGNOLIA TO MAIN</i> <i>N. 7TH STREET FROM MAIN TO MEADOW</i>
Duration of Street Closure: <i>MARCH 13TH 10PM TO</i>	<i>MARCH 16TH 0200</i>
As stated, the event organizer must notify each of the following departments/organizations of the street closure. The event organizer must indicate the name and date of the personnel contacted.	
Department & Phone Number	Name and date of personnel contacted:
Leesburg Police Department – (352) 787-2121	
Leesburg Fire Department - (352) 728-9780	
Lake County EMS – (352) 383-1200	
Lake County School Transportation – (352) 728-2561	
Lake County Public Transit – (352) 360-6618	

Street closures may be revoked at any time without notification if considered necessary for public safety by emergency services.

Applicant's Signature: <i>[Handwritten Signature]</i>	Date: <i>9/13/24</i>
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Attachment #1 – Street Closure Form

Complete this form only if requesting street closures
Please complete every space, write N/A in spaces that do not pertain to your event
Incomplete forms will not be processed

This form is to request a street closure for an applied for, or permitted, special event. This form, the special event application, and site plan that indicates all street closures, traffic pattern adjustments, and parking must be submitted to the special events coordinator for review by the City of Leesburg Special Events Committee.

Street Closure Guidelines

- 1) The special event organizer must notify affected citizens of the closure by door hanger or other direct contact a minimum of 5 days prior to closure. Affected citizens include, but are not limited to:
 - a) Residents and businesses that reside or operate on the street being closed, from the nearest intersection either direction of closure.
 - b) Any business that receives stock deliveries solely from the direction of the closure. Any other special conditions imposed by the special event committee.
- 2) The special event organizer must notify emergency services of the location and duration of the closure. The emergency services that must be contacted are:
 - a) Leesburg Police Department, Leesburg Fire Department, Lake County EMS, Lake County School Transportation, and Lake County Transit

Name of Event: SHAMROCKIN' FEST	
Location of Street Closure (Also must be indicated on site plan): N. 5TH STREET FROM MARKET TO MEADOW	
Duration of Street Closure: 3/14/25 1700 to	MARCH 16TH 0200
As stated, the event organizer must notify each of the following departments/organizations of the street closure. The event organizer must indicate the name and date of the personnel contacted.	
Department & Phone Number	Name and date of personnel contacted:
Leesburg Police Department – (352) 787-2121	
Leesburg Fire Department - (352) 728-9780	
Lake County EMS – (352) 383-1200	
Lake County School Transportation – (352) 728-2561	
Lake County Public Transit – (352) 360-6618	

Street closures may be revoked at any time without notification if considered necessary for public safety by emergency services.

Applicant's Signature:	Date: 9/13/24
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Attachment #4 – Main Street/MLK BLVD Banner Request

Complete this form only if requesting to place a banner on the existing poles on Main Street & 9th Street, Main Street & Canal Street, or MLK Boulevard
Incomplete forms will not be processed

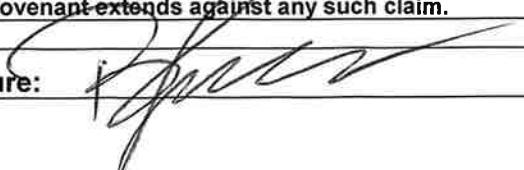
This form is to request a banner for an applied for, or permitted, special event. This form, the special event application, and site plan that indicates all street closures, traffic pattern adjustments, and parking must be submitted to the special events coordinator for review by the City of Leesburg Special Events Committee.

Name of the Event: <u>SHAMROCKIN' FEST</u>		
Organizer/Contact Person: <u>BRIAN GAMBLE</u>		
Phone Number: <u>352-267-4500</u>	Email: <u>BRIAN@FIREFIGHTERCHARITYCF.ORG</u>	
Address: <u>2000 DAVID WALKER DR STE. 166</u>		
City: <u>EUSTIS</u>	State: <u>FL</u>	Zip Code: <u>32726</u>
Event Date(s): <u>3/14/25 3/15/25</u>		
Banner Display Dates: <u>3/1 - 3/16</u>		
Display Location(s): ☒ Main St. & 9 th St. ☐ Main St. & Canal St. ☒ Martin Luther King Blvd		
Additional Information:		

Banner Requirements & Special Instructions:

1. Must conform to City of Leesburg Code of Ordinance Section 3-29
2. The banner shall include metal eyelets in each corner. Each eyelet shall be located no less than one (1) inch from any edge of the banner. Metal eyelets shall be located on the edge of the banner, spaced no less than eighteen (18) inches apart and no less than one (1) inch from any edge of the banner.
3. The banner(s) shall contain wind vents spaced no more than three (3) feet apart.
4. The banner(s) shall be no greater than 100 square feet in size.
5. The banner(s) shall be delivered to the Electric Department (2010 Griffin Road, Leesburg, FL 34748) a minimum of three (3) business days prior to the requested display date.
6. The banner(s) shall be available for pick up at the Electric Department (2010 Griffin Road, Leesburg, FL 34788) three (3) business days after the event.
7. For information regarding banner installations, please email Banners@LeesburgFlorida.gov.

By signing this form, applicant certifies that (i) s/he has read and understood the contents of this Application; (ii) s/he is authorized to enter into agreements and make commitments on behalf of the organization stated on this Application; (iii) the organization stated on this Application agrees to abide by the terms and conditions of this Application; and the organization agrees to indemnify the City, against any and all claims, liabilities, damages or judgments, caused by or arising out of (a) structural failure of the banner or detachment of the banner from the poles due to causes other than the negligence of the City, (b) the issuance of this permit, and (c) loss or damage of the banner due to theft, vandalism, weather or other acts of God. This indemnification includes the costs of litigation and counsel fees. Applicant agrees, at its own expense, to defend all of the persons to whom this covenant extends against any such claim.

Applicant's Signature: 

Date: 9/19/24



LEESBURG POLICE DEPARTMENT
Extra Duty Detail Worksheet/Application
Original: Scheduling Administrator Copy To: COL Finance



Attachment #5 – LPD Officer Request

Person/Organization Requesting: BRIAN GAMBLE
Point of Contact: BRIAN Phone #: 352.267.4580
Date of Request: 3/15/25
Date of Event: 3/14/25 to 3/15/25 Time of Event: 12 to 11
Location of Event: 500 MAIN ST. LEESBURG
Type of Event: SHAMROCKINI FEST (FOOD) BANDS
Anticipated Number of Attendees: 500 ☐ Not Applicable
Activities of Detail Personnel:
☒ Security ☐ Crowd Control ☐ Traffic Control
☐ Other: _____

Billing Information:

Invoice To: FIREFIGHTER CHARITY of CENTRAL FLORIDA
Address: 2880 DAVID WALKER DR. SE. 1166
City/State/Zip Code: EUSTIS, FL 32726
Email Address (if available): BRIAN@FIREFIGHTERCHARITYCF.ORG
Primary Phone #: 352-388-5055 Secondary Phone #: 352-267-4580

*******SCHEDULING ADMINISTRATOR ONLY BELOW THIS LINE*******

Detail: ☐ Approved ☐ Disapproved By: _____
Number of Officers Needed: _____ Officers _____ Supervisors
Detail Posted Date: _____ Detail Filled Date: _____
Requestor Notified: ☐ Yes ☐ No Date: _____
Detail Completed: ☐ Yes ☐ No

Billing:

Regular Detail:

of Ofc(s) _____ X # of Hrs/Ofc(s) _____ X \$55.00= _____
of Supv(s) _____ X # of Hrs/Supv _____ X \$60.00 = Total: _____
+ \$5.00/hr alc.= Billable: _____

Holiday Detail:

of Ofc(s) _____ X # of Hrs/Ofc(s) _____ X \$65.00= _____
of Supv(s) _____ X # of Hrs/Supv _____ X \$70.00 = Total: _____
+ \$5.00/hr alc. = Billable: _____



CLOSED 3/13 (10PM) to 3/16 (2AM)

CLOSED 3/13 (10PM) to 3/16 (2AM)

CLOSED 3/13 (10PM) to 3/16 (2AM)

BBQ & Chili
Competition
Area

CLOSED 3/14 (5PM) to 3/15 (2AM)

CLOSED 3/14
(5PM) to 3/15 (2AM)

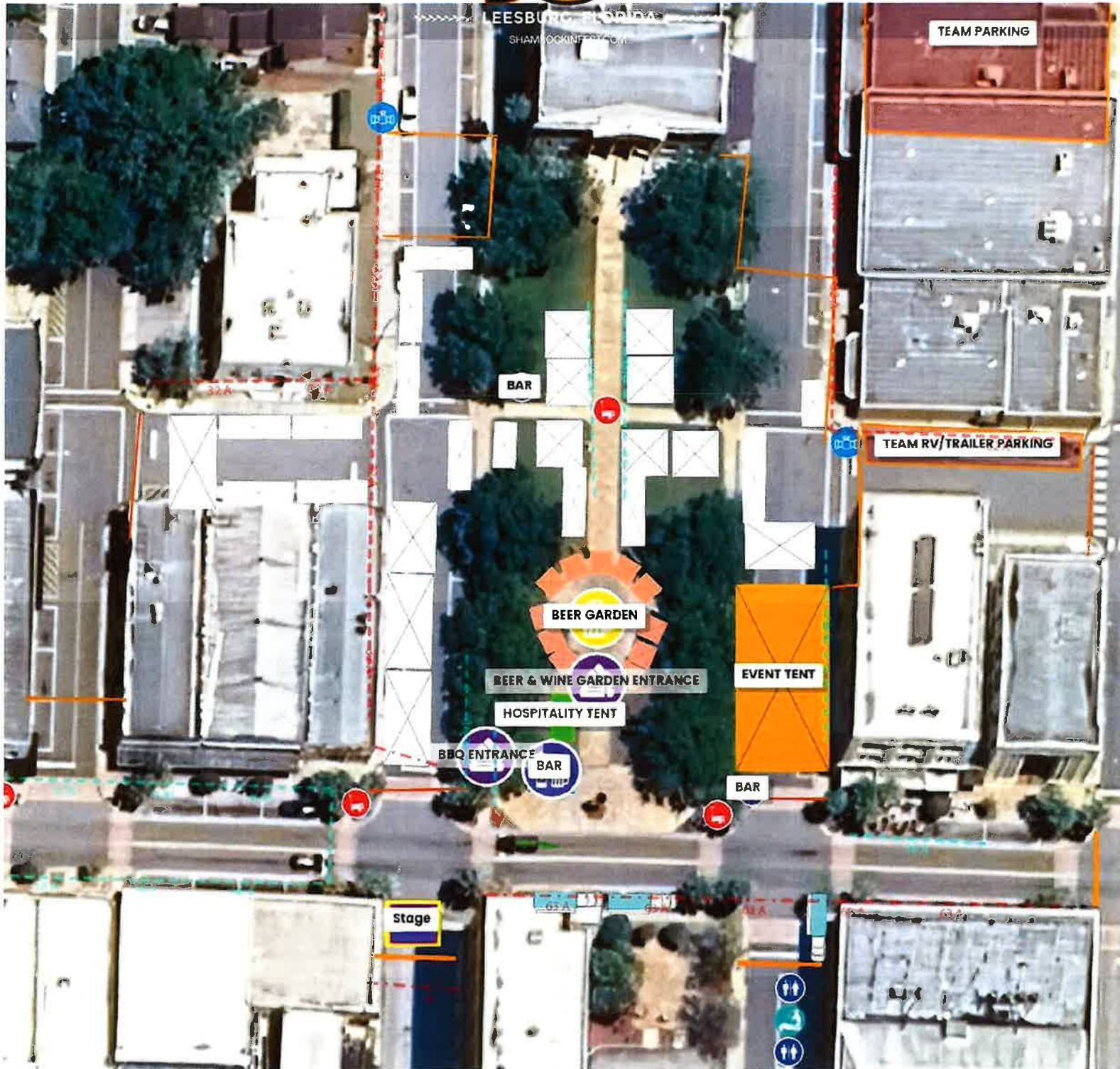
CLOSED 3/12
(10PM) to 3/16 (2AM)

CLOSED 3/13 (10PM) to 3/16 (2AM)

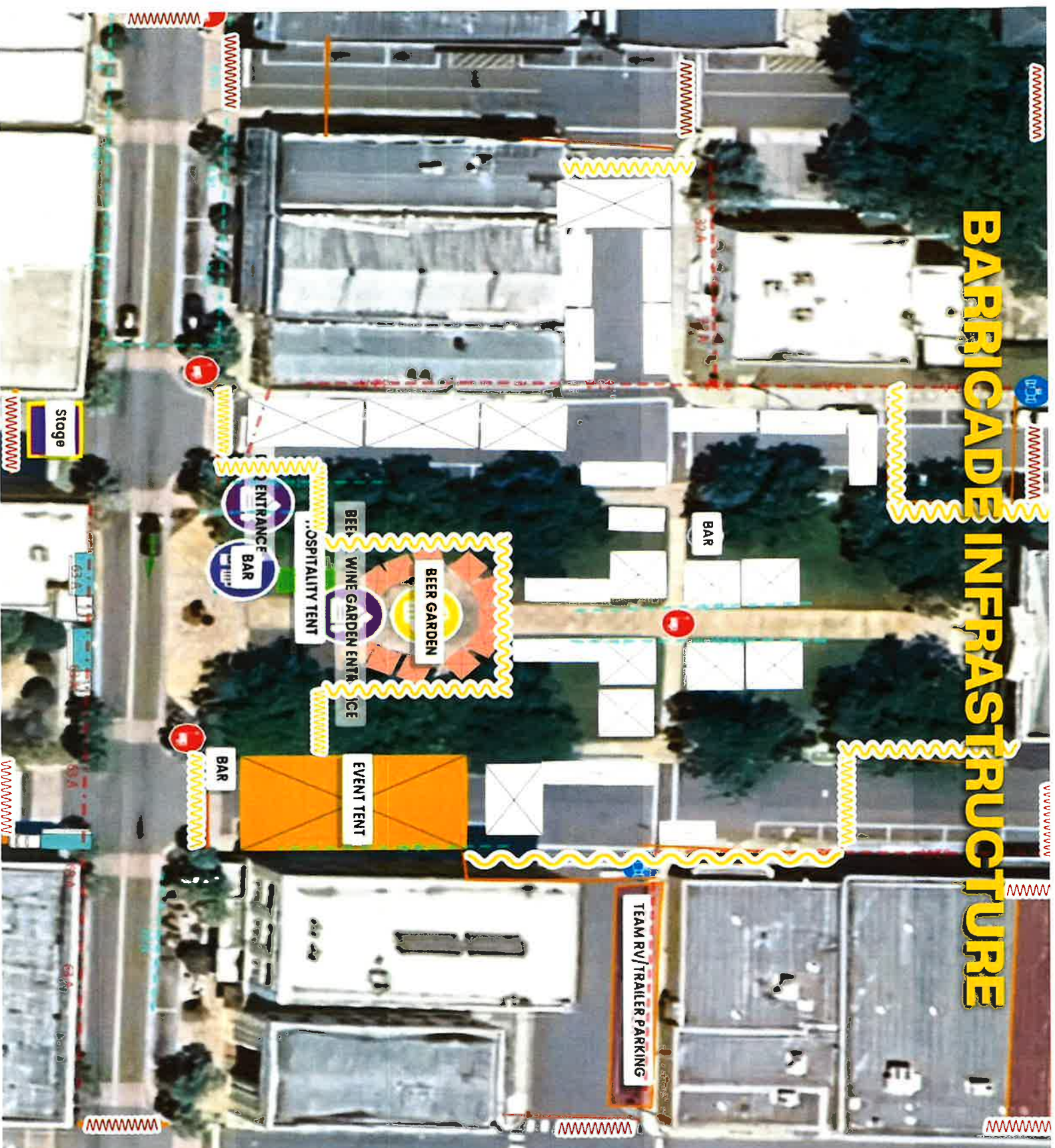
STAGE 1

CLOSED 3/13 (10PM) to 3/16 (2AM)

CLOSED 3/13 (10PM) to 3/16 (2AM)



BARRICADE INFRASTRUCTURE



(20) VEHICLE
BARRICADE



(276')
PEDESTRIAN
BARRICADE



N. 7th Street

N. 6th Street

N. 5th Street

N. 4th Street



DUMPSTER

REMAINS OPEN UNTIL 5PM FRIDAY

TEAM RV/TRAILER PARKING

REMAINS OPEN UNTIL 5PM FRIDAY

ROAD CLOSED

ROAD CLOSED



Market Street



PORTA POTTIE

BAR



BEER GARDEN

BEER & WINE GARDEN ENTRANCE

HOSPITALITY TENT

MISSION BBQ

BBQ ENTRANCE

BAR

SMALL LIGHT TOWER

BAR



Judges Turn in

EVENT TENT

PORTA POTTIE



Main Street

27

PORTA POTTIE

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: December 9, 2024

From: Andi Purvis, (City Clerk)

Subject: Discussion Item - Commission Meeting that falls on an Observed Holiday in 2025

Staff Recommendation:

Staff recommends the Commission select a new date for the meeting in 2025, which falls on an observed holiday. City of Leesburg offices will be closed Monday, May 26, 2025, in observance of Memorial Day.

Analysis:

Section 2-21 of the City Code, states when a regular meeting of the city commission falls on a legal holiday, that meeting shall be rescheduled to a date chosen by a majority vote of the city commissioners present at a meeting where a quorum is in attendance.

Procurement Analysis:

N/A

Options:

1. Select new meeting date for the meeting in conflict; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Memorial Day						

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			